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**State:** Arkansas **Filing Company:** Sun Life Assurance Company of Canada  
**TOI/Sub-TOI:** H11G Group Health - Disability Income/H11G.005 Combined Short Term and Long Term  
**Product Name:** Group Disability Income  
**Project Name/Number:** Customized DI -2012/

## Filing at a Glance

Company: Sun Life Assurance Company of Canada  
Product Name: Group Disability Income  
State: Arkansas  
TOI: H11G Group Health - Disability Income  
Sub-TOI: H11G.005 Combined Short Term and Long Term  
Filing Type: Form  
Date Submitted: 08/08/2012  
SERFF Tr Num: SNLF-128618921  
SERFF Status: Closed-Approved-Closed  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: CUSTOMIZED DI -2012  
  
Implementation  
Date Requested:  
Author(s): Margaret Carvalho, Thomas Miele, Christopher McAuliffe, Pat Squillacioti, Marion Pagluica,  
Lori Chilcote, Pauline Michaud, Ellen Thibodeau, Linda Murphy  
  
Reviewer(s): Rosalind Minor (primary)  
Disposition Date: 08/09/2012  
Disposition Status: Approved-Closed  
Implementation Date:  
  
State Filing Description:

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## General Information

Project Name: Customized DI -2012 Status of Filing in Domicile: Pending  
Project Number: Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments:  
Explanation for Combination/Other: Market Type: Group  
Submission Type: New Submission Group Market Size: Small and Large  
Group Market Type: Employer Overall Rate Impact:  
Filing Status Changed: 08/09/2012  
State Status Changed: 08/09/2012 Deemer Date:  
Created By: Lori Chilcote Submitted By: Margaret Carvalho  
Corresponding Filing Tracking Number:

### Filing Description:

RE: SUN LIFE ASSURANCE COMPANY OF CANADA NAIC # 549-80802; FEIN 38-1082080  
Group Disability Income Insurance Certificate Form 12-DI-C-01

Dear Sir or Madam:

We are submitting the above form for your review and approval. This form is new and does not replace any form currently on file with your Department. This certificate combines the immediate income protection of a short-term disability product with the financial security of a longer duration. This product also offers additional optional benefits.

This form is been submitted to our domiciliary state of Michigan and is pending approval.

Upon approval, this form will be used with Group Policy of Incorporation form 12-GP-01 which was approved by your Department on June 25, 2012 under SERFF Tracking Number SNLF-128477205.

The form will be issued in your state to groups recognized as eligible for group insurance in accordance with state insurance laws, rules and regulations, primarily employer groups and labor union groups.

With regard to marketing information, this program will be offered on a contributory or non-contributory basis, where the insured may be required to contribute none, all, or a portion of the premium. Coverage will be marketed through agent/broker solicitation.

The form is submitted in final print format, subject only to minor variations in color, paper stock, duplexing, shading, fonts and positioning. Variable items are bracketed and a Statement of Variability (SOV) is enclosed describing the parameters within which text may vary.

Attached to this filing are any applicable state required fees, transmittal forms, and certifications.

We request your approval of the enclosed forms. Please contact me if you have any questions.

Sincerely,

Margaret Carvalho  
State Filing

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Senior Consultant

## Company and Contact

### Filing Contact Information

Margaret Carvalho, Compliance Consultant Margaret.Carvalho@sunlife.com  
175 Addison Road 860-737-1278 [Phone] 1278 [Ext]  
W455 860-737-6598 [FAX]  
Windsor, CT 06095

### Filing Company Information

Sun Life Assurance Company of Canada  
175 Addison Road  
Windsor, CT 06095  
(860) 737-1000 ext. [Phone]

CoCode: 80802  
Group Code: 549  
Group Name:  
FEIN Number: 38-1082080

State of Domicile: Michigan  
Company Type:  
State ID Number:

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: 1 x 50.00 = 50.00  
Per Company: No

Company	Amount	Date Processed	Transaction #
Sun Life Assurance Company of Canada	\$50.00	08/08/2012	61502646

<b>SERFF Tracking #:</b>	SNLF-128618921	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	CUSTOMIZED DI -2012
<b>State:</b>	Arkansas	<b>Filing Company:</b>	Sun Life Assurance Company of Canada		
<b>TOI/Sub-TOI:</b>	H11G Group Health - Disability Income/H11G.005 Combined Short Term and Long Term				
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	08/09/2012	08/09/2012

<b>State:</b>	Arkansas	<b>Filing Company:</b>	Sun Life Assurance Company of Canada
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## Disposition

Disposition Date: 08/09/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Form	Group Disability Income Insurance Certificate	Approved-Closed	Yes

<b>State:</b>	Arkansas	<b>Filing Company:</b>	Sun Life Assurance Company of Canada
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## Form Schedule

Lead Form Number: 12-DI-C-01							
Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1	Approved-Closed 08/09/2012	12-DI-C-01	CERA	Group Disability Income Insurance Certificate	Initial:	50.500	12-DI-C-01.pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages

# SUN LIFE ASSURANCE COMPANY OF CANADA

## Executive Office:

[One Sun Life Executive Park]  
[Wellesley Hills, MA 02481]

[(800) 752-7216]  
[www.sunlife.com/us]

Sun Life Assurance Company of Canada certifies that it has issued and delivered a Group Insurance Policy to the Policyholder shown below [insuring certain Employees of the Employer shown below].

Policy Number:	[00000001]
Policy Effective Date:	[September 1, 2012]
Policyholder:	[ABC Company]
[Employer:	ABC Company]
Issue State:	[Massachusetts]
[Amendment Effective Date:	January 1, 2013]

This Certificate contains the terms of the Group Insurance Policy that affect your insurance. This Certificate is part of the Group Insurance Policy.

This Certificate is governed by the laws of the Issue State shown above.

Signed at [Wellesley Hills, Massachusetts].



[Dean A. Connor]  
[President and Chief Executive Officer]



[Dana J. Easthope]  
[Vice-President, Associate General Counsel  
and Corporate Secretary]

## Group Disability Income Insurance Certificate

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## **[1.] BENEFIT HIGHLIGHTS**

**[Classification:** [Non-union Employees] ]

**Eligible Classes:** [All active full-time Employees.]

**[Minimum Hours:** [40] hours per week for full-time Employees]]

**Eligibility Waiting Period:** [30 days]

[If you enrolled for this option,] your disability income insurance will be based on the following:

### **[Option [1]]**

#### **Benefit:**

[[60%] (Benefit Percentage) of your [Total Monthly Earnings,] [rounded to the next [higher] [\$100], if not already a multiple of [\$100]]

[[70%] (Integrated Benefit Percentage) of your [Total Monthly Earnings,] [rounded to the next [higher] [\$100], if not already a multiple of [\$100]]

Benefits will be paid [once each month].

#### **[Maximum Benefit]:**

[\$10,000]

#### **[Minimum Benefit]:**

[\$100]

#### **[Guaranteed Issue Amount:**

[At initial enrollment] you will be insured for a benefit amount of not more than [\$1,000] unless we receive Evidence of Insurability satisfactory to us.] [If you were insured under the Prior Policy on [December 31, 2012], the Guaranteed Issue Amount is the greater of [\$1,000] or your amount of insurance in force on [December 31, 2012] under the Prior Policy.]

#### **Elimination Period:**

[Accident: [7 days]

[Sickness: [7 days]]

[Your Elimination Period will be the greater of that shown above or your accumulated sick leave.]

#### **Maximum Benefit Duration:**

[Accident: [10 years]

Sickness: [5 years]]

#### **[Gainful Occupation Percentage:**

[60%] of your [Indexed Total Monthly Earnings]

#### **[Pre-existing Condition Limited Benefit**

[The limited benefit for a Pre-existing Condition will be:

- The greater of [50%] of your [Total Monthly Earnings] or [\$100]; and
- Payable for the lesser of [12 months] or the Maximum Benefit Duration.]

[Disability income benefits that would have otherwise been payable during a benefit period subject to a Pre-Existing Condition restriction will not be paid. Any remaining disability income benefits will commence when the Pre-Existing Condition period ends.]

**Contributions:**

[The cost of your insurance is paid entirely by you.]

**[The following Additional Benefit(s) are included:**

First Day Hospital Benefit

Outpatient Surgical Procedure Benefit

Waiver of Premium]

## [2.] DEFINITIONS

**Accident** means an external event that an average person would consider sudden and unforeseeable and:

- which is not due to any fault or misconduct by you;
- that results, directly and independently of all other causes;
- is independent of any illness, disease or other bodily malfunction;
- occurs while covered under the Policy; and
- is not otherwise excluded under the Policy.

[An Accident that results in Disability more than [3 calendar days] after the Accident will be deemed a Sickness.]

**[Accidental Bodily Injury** means bodily harm caused solely by an Accident.]

**Actively at Work** [means that you perform all the regular duties of your job for a full work [day] at your Employer's normal place of business or a site where your Employer's business requires you to travel.] [You are considered Actively at Work on any day that is not your regular work day (e.g., you are on vacation or holiday) as long as you were Actively at Work on your immediately preceding work day, and you:

- are not Hospital confined; or
- are not disabled due to an accident or sickness.]

[You will be considered Actively at Work if you usually perform the regular duties of your job at your home as long as you can perform all the regular duties of your job for a full work day and could do so at your Employer's normal place of business, if required, and you:

- are not Hospital confined; or
- are not disabled due to an accident or sickness.]

[You will be considered Actively at Work if you are representing the Employer at a location that is not the Employer's worksite. Representing the Employer includes, but is not limited to, meeting with professional associations, affiliates, subsidiaries, association members, union groups and other groups allowed by state or federal law.]

[If [your Employer] is not in-session, you are Actively at Work if you could be performing all the regular duties of your job for a full work [day] at your Employer's normal place of business or a site where your Employer's business requires you to travel.]

**[Activities of Daily Living** means:

- Bathing - washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- Continence - the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
- Dressing - putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- Eating - feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by feeding tube or intravenously.
- Toileting - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- Transferring - moving into or out of a bed, chair or wheelchair.]

**[Advanced Professional Degree Program** means course work at a college or university licensed by the state or province in which it is located, including:

- a Master's level degree program or higher; and

- an advanced program for which a Bachelor's degree is a prerequisite to enrollment.]

**[Any Occupation]** means any Gainful Occupation that you are performing or may reasonably become qualified for by education, training or experience.]

**[Chemical and Environmental Illness]** means an allergy or sensitivity to chemicals or the environment including but not limited to:

- Environmental allergies;
- Sick Building Syndrome;
- Multiple Chemical Sensitivity Syndrome; or
- Chronic Toxic Encephalopathy.

Chemical and Environmental Illness does not include asthma or allergy-induced reactive lung disease.]

**[Chronic Fatigue Illness]** means an illness that is characterized by a debilitating fatigue in the absence of known medical or psychological conditions, which includes but is not limited to:

- Chronic Fatigue Syndrome as supported by Center for Disease Control Guidelines;
- Chronic Fatigue Immunodeficiency Syndrome as supported by Center for Disease Control Guidelines;
- Post Viral Syndrome;
- Limbic Encephalopathy;
- Epstein-Barr virus infection;
- Herpes virus type 6 infection; or
- Myalgic Encephalomyelitis.

Chronic Fatigue Illness does not include a disorder identified as a:

- Neoplastic disorder;
- Neurologic disorder;
- Endocrine disorder;
- Hematologic disorder;
- Rheumatologic disorder; or
- Depression].

**[Cognitively Impaired]** means there is a deterioration or loss in intellectual capacity resulting from Accident, Sickness, advanced age or Alzheimer's disease and similar forms of irreversible dementia and the need of another person's assistance or verbal cueing for your own protection or for the protection of others.

The extent of Cognitive Impairment is determined by clinical evidence and standardized tests which reliably measure the deterioration or loss in the following areas:

- short or long term memory;
- orientation as to person, place or time; and
- deductive or abstract reasoning.]

**[Concurrent Condition]** means your Disability is due to an Accident or Sickness unrelated to your prior Disability for which a disability income benefit has been paid under the Prior Policy. ]

**Continuing Care** means you visit a Physician whose medical specialty is the most appropriate specialty to evaluate, manage or treat your Accident or Sickness and you receive care and Treatment as frequently as is Medically Necessary according to generally accepted medical standards.

**[Day Care Center]** means a provider that is duly licensed, certified or accredited by the jurisdiction in which it is located, is run according to the laws and regulations applicable to such facilities and which provides for the care and supervision of children [or adults] in a group setting on a regular basis. Day Care Center does not include a Hospital or the [Family Member's] home or care provided during the child's normal school hours.]

**[Deductible Sources of Income]** means Other Income that is deducted from your Gross Benefit as described in the “Other Income” provisions. Deductible Sources of Income include:

- [benefits under [Workers’ Compensation Law, Occupational Disease Law, Unemployment Compensation Law, or any other act or law of like intent;]
- [state mandated disability income plans;]
- [an automobile insurance policy providing disability wage loss benefits;]
- [benefits under The Railroad Retirement Act [(including any dependent benefits);]
- [benefits under The Jones Act; Title 46 US Code, section 30104;]
- [any labor management trustee, union or employee benefit plans that are funded in whole or in part by your Employer;]
- [any disability income benefits under:
  - any other group plan of your Employer; or
  - any governmental retirement system as a result of your job with your Employer;]
- [any disability insurance policies for which you are the policyholder, owner or beneficiary where premiums are wholly or partially paid by your Employer. [Deductible Sources of Income includes only the amount of such benefits which, when combined with your benefit, exceeds [100%] of your [Total Monthly Earnings]. The amount in excess of [100%] of [Total Monthly Earnings] will be used to reduce your benefit;]
- [any disability income benefits you receive under [your Employer’s Retirement Plan;]]
- [the Employer-paid portion of any Retirement Plan. [Disability income benefits that reduce your accrued Retirement will be treated as a retirement benefit;]]
- [disability [or retirement benefits] under the United States Social Security Act, [the Canada Pension Plan, the Quebec Pension Plan,] or any similar plan or act, as follows:]
  - [disability income benefits you [are eligible to] receive;]
  - [retirement benefits you receive;]
  - [[50% of any] disability [or retirement] benefits your Dependents [are eligible to] receive because of your Disability [or retirement].]

[[For the first [12 months]] that you are Disabled, Social Security, [the Canada Pension Plan, the Quebec Pension Plan,] benefits that you [or your Dependents] receive will not be considered Deductible Sources of Income.]

[If your Disability begins after your Social Security Normal Retirement Age, your Social Security retirement benefits will not be offset if, prior to your Disability, you were already receiving Social Security Retirement Benefits.]

- [the amount you receive from any sick leave paid to you by your Employer. [Deductible Sources of Income includes only the amount of such benefits which, when combined with your benefit, exceeds [100%] of your [Total Monthly Earnings]. The amount in excess of [100%] of [Total Monthly Earnings] will be used to reduce your benefit;]
- [the amount you receive from any salary continuation paid to you by your Employer. [Deductible Sources of Income includes only the amount of such benefits which, when combined with your benefit, exceeds [100%] of your [Total Monthly Earnings]. The amount in excess of [100%] of [Total Monthly Earnings] will be used to reduce your benefit;]
- [paid time off. [Deductible Sources of Income includes only the amount of such benefits which, when combined with your benefit, exceeds [100%] of your [Total Monthly Earnings]; The amount in excess of [100%] of [Total Monthly Earnings] will be used to reduce your benefit;]]
- [any amount you receive by compromise, settlement or other method as a result of or related to a claim for lost wages, income replacement, or any Other Income benefit. Such amount includes any amount received as a result of malpractice, tort, other similar litigation, or third party claim;]
- [any amount you receive from a voluntary separation of employment agreement from your Employer including severance pay or any other income settlement of an employment contract;]
- [any amount you receive under any [Employer paid] individual [or association] disability income policy. Deductible Sources of Income include only the amount of such benefits which, when

combined with your benefit, exceeds [100%] of your [Total Monthly Earnings]; The amount in excess of [100%] of [Total Monthly Earnings] will be used to reduce your benefit;]

- [any [renewal] commissions you receive from your Employer;]
- [any amount you receive from a partnership, proprietorship or similar draws;]
- [any disability benefits or pension you receive from the Veterans Administration for your Disability, if you begin to receive those benefits after you become Disabled under the Policy;]
- [any amount you receive from any paid employment [other than Partial Disability employment with your Employer];]
- [any amount you receive from any state or public retirement or disability plan including [the Public Employees' Retirement System (PERS) or] [the State Teachers' Retirement System (STRS);]]

[For the first [12 months] that you are Disabled, such benefits that you [or your Dependents] receive will not be considered Deductible Sources of Income.]

- [any amount you receive from your Employer's sabbatical leave of absence plan;] or
- [any amount you receive from your Employer's assault leave plan].

[The Policy has no Deductible Sources of Income.]

**[Dependent** means your Spouse and Dependent Children.]

**[Dependent Children (Dependent Child)** means [your child for whom you provide support. Dependent Child includes]:

- your natural born child;
- your Spouse's child;
- your adopted child, including any child placed with you for adoption;
- [a child for whom you have legal guardianship]; and
- [a foster child placed with you by a licensed agency].

**[Dependent Family Member** means your Spouse, brother, sister, parent, step-parent, grandparent, aunt, uncle, niece, nephew, child, or grandchild living in your household who is mentally or physically handicapped and dependent upon you for support and maintenance.]

**Disability and Disabled** means that you are Totally Disabled [or Partially Disabled].

If a particular occupation requires a license, you will not be considered Disabled solely because you are unable to obtain a license or continue to qualify for a license.

**[Disability Earnings** means the income you receive from work performed while Partially Disabled [or while participating in a Rehabilitation Program]. [Disability Earnings does not include income you receive from work performed prior to your Disability, nor income that is not derived from work performed while Disabled.]]

**[Divorce** means the dissolution of any relationship identified in the Marriage definition and the term "divorce decree" means the court-issued document appropriate for such a relationship.]

**[Drug and Alcohol Illness** means:

- alcoholism;
- the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance; or
- the use of prescription medications other than as prescribed by your Physician.]

**Eligibility Waiting Period** means the length of time you must be a member in an Eligible Class before you can apply for insurance. The Eligibility Waiting Period is shown in the Benefit Highlights. Any period of time [prior to the Policy Effective Date] you were Actively at Work for the Employer as a [full-time] Employee will count towards completion of the Eligibility Waiting Period.

**[Eligible Survivor]** means your Spouse. If you do not have a Spouse at the time of your death, your children [who are under age 25] are your Eligible Survivors.]

**Elimination Period** means the number of consecutive days of [Total] Disability, shown in the Benefit Highlights, which must be completed before we will pay you the benefit. No benefits will be paid to you for any portion of your [Total] Disability that occurs during your Elimination Period.

[During your Elimination Period, a Disability that is caused by the same or related Accident or Sickness will be considered as continuous even if you cease to be Disabled and return to work for a period not to exceed [15] trial workdays.]

[We will not count these trial workdays toward satisfaction of your Elimination Period. However, if you become eligible for insurance under another group disability income insurance policy, the terms of this provision will not apply.]

[You must satisfy your Elimination Period within [12 months].]

[If your accumulated sick leave is greater than your Elimination Period, we will not pay the benefit until after you exhaust your accumulated sick leave.]

**Employee** means a person who is employed by the Employer within the United States [or Canada], scheduled to work at least the minimum hours shown in the Benefit Highlights, and paid regular earnings [ , who has provided the Employer with sufficient and authentic documentation establishing eligibility for employment in the United States as required under the Immigration Reform and Control Act, 8 U.S.C. 1324a(b)(1), and who is not an "unauthorized alien" as defined by 8 U.S.C. 1324a(h)(3)]. [Employee does not include a seasonal or temporary employee whose annual work schedule is less than [12 months] during a calendar year.]

[If you are an Employee and you are working on temporary assignment outside of the United States [or Canada] for [12 months] or less, you will be deemed to be working within the United States [or Canada]]. [If you are an Employee and you are working on a temporary assignment outside of the United States [or Canada] for more than [12 months], you will not be considered an Employee under the Policy unless we agree in writing.]

**Employer** means the [Employer] named on the cover page of this Certificate [and includes any subsidiary or affiliated company insured under the Policy].

**[Enrollment Period]** means the period(s) chosen by your Employer, during which eligible Employees may elect, change, [or cancel] insurance under the Policy. [The Enrollment Period cannot occur more than [once in any 12 month period] unless we agree in writing.]]

**[Evidence of Insurability]** means a statement or records of your medical history upon which acceptance for insurance will be determined by us. In some cases, we may require that you submit to a paramedical or other physical examination or tests, at our expense, as part of the Evidence of Insurability. Evidence of Insurability must be satisfactory to us.]

**[[Family Care]** means the care or supervision of your:

- Dependent Child [under age 13][; or
- Dependent Family Member].

[Family] Care does not include:

- charges for room and board; or
- charges for ordinary living, traveling or clothing expenses; or
- care provided by someone related to you or related to the person receiving the care. Related means a person's spouse or other adult living with the individual, brothers, sisters, parent, step-parent, grandparent, aunt, uncle, niece, nephew, child, grandchild or similar relationship in law.]

**[Family Status Change]** means one of the following events:

- your Marriage or Divorce;
- the birth of your child;
- the adoption of a child by you;
- the placement of a child with you, pending adoption;
- [the death of your Spouse or child;]
- [the commencement or termination of employment of your Spouse;]
- [the change from part-time to full-time employment by [you or] your Spouse;]
- [the change from full-time to part-time employment by [you or] your Spouse;] or
- [the taking of an unpaid leave of absence by [you or] your Spouse.]

**[Felonious Assault]** means an action that would be characterized as a felony in the jurisdiction where the assault occurred.]

**[Fibromyalgia]** means a disorder characterized by widespread musculoskeletal pain accompanied by fatigue, sleep, memory and mood issues.]

**[Full-time Basis]** means you are or have the capacity to perform the material and substantial duties of your [Regular Occupation] for the number of hours you normally performed your [Regular Occupation] prior to your Disability.]

[If you normally performed your [Regular Occupation] in excess of [40 hours] per week, we will consider you as being able to perform that requirement if you work or have the capacity to work [40 hours] per week.]]

**[Gainful Occupation]** means employment that is, or can be expected, to provide you with an income of at least the Gainful Occupation Percentage shown in the Benefit Highlights.]

**[Good Cause]** means documented physical or mental impairments which prevent you from participating in or completing the Rehabilitation Program. Good Cause may also mean a necessary medical program which prevents or interferes with your participation in or completion of the Rehabilitation Program.]

**Gross Benefit** means your benefit before reductions for any Deductible Sources of Income [or Disability Earnings].

**[Guaranteed Issue Amount]** means the maximum amount of insurance available without Evidence of Insurability. The Guaranteed Issue Amount [at time of the initial enrollment] is shown in the Benefit Highlights. ]

**Hospital** means a facility licensed in the applicable jurisdiction that provides medical care and Treatment to sick and injured persons on an inpatient basis with 24 hour nursing service by or under the supervision of a Physician. Hospital does not include a rest home, a skilled nursing facility, an extended care facility, a place of convalescence, rehabilitative care, custodial care or a place primarily for the treatment of drug addiction or alcoholism.

**[Hospital Confinement]** means admission to a Hospital and confinement as a resident bed patient due to an Accident or Sickness. The confinement must be on the advice of a Physician and be Medically Necessary. Confinement to an emergency room, outpatient treatment room, or observation unit is not considered a hospital confinement.]

**[Indexed Total [Monthly] Earnings]** means your [Total Monthly Earnings] prior to the date your Disability began, adjusted on the first of the month following [24 calendar months] of Partial Disability benefit payments and each [annual anniversary thereafter]. Each adjustment to the Indexed [Total Monthly Earnings] is [the lesser of] [10%] [or the current annual percentage increase in the Consumer Price Index for



Wage Earners and Clerical Workers as published monthly by the U.S. Department of Labor. We reserve the right to use some other similar measurement if the Department of Labor changes or stops publishing the Consumer Price Index].]

**[Infectious and Contagious Disease** means a disease that is:

- categorized as Infectious and Contagious by the Centers for Disease Control; and
- life threatening to you or to persons with whom you may come in contact.]

**[Intoxicated** means:

- under the influence of alcohol, illegal drugs or prescription drugs other than as prescribed by your Physician; or
- at or above the minimum blood alcohol level for which you would be considered operating a motorized vehicle under the influence of alcohol in the jurisdiction where the Intoxication occurred.

For the purposes of this definition, "operating" includes allowing the engine to run even if not seated in the vehicle and "motorized vehicle" includes, but is not limited to, [automobiles, motorcycles, boats and snowmobiles].]

**[Marriage** means any of the following relationships recognized under applicable state law: a [same-sex or opposite-sex] marriage; [a civil union partnership under which the partners have the same legal rights and responsibilities as a married couple]; [a registered domestic partnership under which the partners have the same legal rights and responsibilities as a married couple] [and a domestic partnership as defined by your Employer.]

**Medically Necessary** means the Treatment, services or supplies necessary and appropriate for the diagnosis or Treatment of an Accident or Sickness based upon generally accepted medical standards.

**Mental Illness** means any Sickness, disease or disorder, including those which are the result in any way of a genetic, chemical, organic or biological cause, which:

- is medically classified or considered, whether in whole or in part, to be a psychological, behavioral or emotional condition in accordance with the most recent Diagnostic Statistical Manual;
- is manifested by psychological distress or impaired social functioning, or both; and
- is treated by or dealt with, in whole or in part, through psychotherapeutic or sociotherapeutic methods or by medication which is intended to alter or affect emotions, behavior or thought content.

Mental Illness includes but is not limited to:

- anxiety and panic;
- somatoform disorders;
- mood disorders, including depression and bipolar disorder (manic depression);
- dissociative disorders and schizophrenia; and
- personality and eating disorders.

This listing is intended to present examples of Mental Illness and shall not be taken or construed as a limitation of the term as it is defined above.

**[Musculoskeletal and Connective Tissue Illness** means any musculoskeletal and connective tissue disease or disorder, sprains and strains of joints and adjacent tissues, including but not limited to:

- cervical, thoracic and lumbosacral back and its surrounding soft tissue;
- carpal tunnel or repetitive motion syndrome;
- temporomandibular joint or craniomandibular joint disorder;
- myofascial pain; and
- scoliosis that does not require surgery.

Musculoskeletal and Connective Tissue Illness does not include:

- herniated, ruptured or bulging discs with neurological abnormalities that are documented by electromyogram, and computerized tomography or magnetic resonance imaging;

- scoliosis that requires surgery;
- tumors, malignancies, or vascular malformation;
- radiculopathies that are documented by electromyogram;
- spondylolisthesis, grade II or higher;
- myelopathies and myelitis;
- demyelinating diseases;
- traumatic spinal cord necrosis;
- osteopathies;
- rheumatoid or psoriatic arthritis; or
- lupus.]

**Non-deductible Sources of Income** means Other Income that is not deducted from your Gross Benefit as described in the “Other Income” provisions. Non-deductible Sources of Income include:

- [Income from:
  - [401(k) plans;]
  - [403(b) plans;]
  - [profit sharing plans;]
  - [thrift plans;]
  - [tax sheltered annuities;]
  - [stock ownership plans;]
  - [non-qualified plans of deferred compensation;]
  - [pension plans for partners;]
  - [military pension plans;]
  - [credit disability insurance;]
  - [franchise disability income plans;]
  - [a retirement plan from another employer;]
  - [Individual Retirement Accounts (IRA);]
  - [vacation pay or any other paid time off;]
  - [any amount you receive under any [Employer paid] individual [or association] disability income policy].]
- [benefits under [Workers’ Compensation Law, Occupational Disease Law, Unemployment Compensation Law, or any other act or law of like intent;]
- [state mandated disability income plans.]
- [an automobile insurance policy providing disability wage loss benefits;]
- [benefits under The Railroad Retirement Act [(including any dependent benefits)];]
- [benefits under The Jones Act; Title 46 US Code, section 30104;]
- [any labor management trustee, union or employee benefit plans that are funded in whole or in part by your Employer;]
- [any disability income benefits under any other group plan of your Employer;]
- [any disability income benefits under any governmental retirement system as a result of your job with your Employer;]
- [any disability insurance policies for which you are the policyholder, owner or beneficiary;]
- [any disability income benefits you receive under [your Employer’s Retirement Plan];]
- [any Retirement Plan;]
- [disability [or retirement benefits] under the United States Social Security Act, [the Canada Pension Plan, the Quebec Pension Plan,] or any similar plan or act;]
- [the amount you receive from any sick leave paid to you by your Employer;]
- [the amount you receive from any salary continuation paid to you by your Employer;]
- [any amount you receive by compromise, settlement or other method as a result of or related to a claim for lost wages, income replacement, or any Other Income benefit. Such amount includes any amount received as a result of malpractice, tort, other similar litigation, or third party claim;]
- [any amount you receive from a voluntary separation of employment agreement from your Employer including severance pay or any other income settlement of an employment contract;]

- [any [renewal] commissions you receive from your Employer;]
- [any amount you receive from a partnership, proprietorship or similar draws;]
- [any disability benefits or pension you receive from the Veterans Administration for your Disability;]
- [any amount you receive from any paid employment [other than Partial Disability employment with your Employer;]]
- [any amount you receive from any state or public retirement or disability plan including [the Public Employees' Retirement System (PERS) or] [the State Teachers' Retirement System (STRS);]]
- [any amount you receive from your Employer's sabbatical leave of absence plan;] or
- [any amount you receive from your Employer's assault leave plan.]

**[On the Job Assault]** means an assault that results in a dismemberment or loss of sight while working at your Employer's normal place of business or while traveling for your Employer, and would be considered a felony in the jurisdiction where the assault occurred.]

**[Other Income]** means those benefits or sources of income that are provided or available while you are receiving a benefit under the Policy. Other Income includes Deductible Sources of Income and Non-deductible Sources of Income. [Other Income includes any benefits that would have been available to you had you applied for that benefit.] [Except for benefits payable under a Retirement Plan,] Other Income must be provided as a result of the same Disability for which a benefit is payable.]

**[Outpatient Surgical Procedure]** means a medically necessary procedure which requires entry into the body by means of a surgical incision or insertion of an instrument for repair or correction of a medical condition. An Outpatient Surgical Procedure must be performed by a Physician in a Hospital or an outpatient surgical facility.]

**[Own Job]** means the specific job or position you are performing for your Employer immediately prior to the first date your Period of Disability commences.]

**[Partial Disability and Partially Disabled]** means you:

- are unable to perform [all] the material and substantial duties of your Regular Occupation on a Full-time Basis; and
- have Disability Earnings of less than [80%] of your [Indexed] [Total Monthly Earnings].

The Disability must be the material and substantial factor in causing the earnings loss.

A Partial Disability must be caused by an Accident or Sickness [and must commence following a period of Total Disability] [and must commence while you are insured under the Policy]. [You must be Totally Disabled during your Elimination Period.]

**[Participation in a Riot, Rebellion or Insurrection,** the words "Participation" and "Riot" in this phrase mean:

Participation includes promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but will not include actions taken in defense of public or private property, or actions taken in your own defense, if such actions of defense are not taken against persons seeking to maintain or restore law and order including but not limited to police officers and firefighters.

Riot includes all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to person or property or unlawful act or acts is the intent or the consequence of such disorder.]

**[Pension Plan]** for the purpose of the Pension Contribution Benefit means a qualified defined contribution Pension Plan, profit sharing plan or other qualified plan approved by us, in which you are participating as a result of your employment with your Employer.]

**Period of Disability** means the number of consecutive days that you are Disabled beginning with the first day you are [Totally] Disabled and under the Continuing Care of a Physician for the Accident or Sickness causing your Disability.

**Physician** means an individual who is operating within the scope of his license and is either:

- licensed in the United States or Canada as a medical doctor and authorized to practice medicine and to prescribe and administer drugs or to perform surgery; or
- any other duly licensed medical practitioner who is deemed by state or provincial law to have the same authority as a legally qualified medical doctor.

The Physician cannot be you, a business associate, or any family member. "Family member" means: (a) your Spouse and (b) the following relatives of you or your Spouse: (1) parent; (2) grandparent; (3) child; (4) grandchild; (5) brother; (6) sister; (7) aunt; (8) uncle; (9) first cousin; (10) nephew or niece. This includes adopted, in-law and step-relatives.

**Policy** means the group insurance policy under which this Certificate is issued.

**[Pre-existing Condition]** means during the [3 months] prior to your effective date of Insurance [or the effective date of an increase in your amount of insurance], you:

- sought medical treatment, consultation, advice, care or services, including diagnostic measures for the condition, regardless of whether the condition was diagnosed or suspected at that time;
- took prescribed drugs or medicines for the condition[; or
- had symptoms for which an ordinarily prudent person would have consulted a health care provider for diagnosis, care or Treatment[.]

**[Prior Policy]** means the plan of disability income insurance provided through or sponsored by your Employer and under which you were insured on [December 31, 2012]. [Prior Policy includes an uninsured disability income plan of your Employer.]

**[Progressive Illness]** means a non-infectious disease or disorder of indefinite duration where:

- you gradually become disabled as the disease or disorder becomes more severe;
- the symptoms of the disease become more frequent; and
- your ability to perform your Regular Occupation is impacted.]

**Proof** means any medical, financial, or other information that is required by us and is satisfactory to us.

**[Recurrent Condition]** means your Disability that is caused by a worsening in your condition and is due to the same cause as your prior Disability for which a disability income benefit has been paid under the Prior Policy.]

**[Regular Occupation]** means the occupation you are performing immediately prior to the first date your Period of Disability commences. This refers to your occupation as it is typically performed [in the national economy] rather than the duties required by a specific employer or at a specific location. [However, during the first [6 months] of your Period of Disability, Regular Occupation is [deemed to mean Own Job] [based on the job or position you perform for your Employer]].]

**[Rehabilitation Program]** means a written agreement between you and us in which we agree to provide, arrange or authorize vocational, physical or psychiatric rehabilitation services and you agree to participate in the Rehabilitation Program.]

**[Relocation Expense]** means an expense you incur in the process of relocating your primary residence due to a change in your employment. Relocation Expenses are limited to the following expenses:

- temporary living, house hunting, and relocation travel;

- closing costs for home purchase and sale, including real estate agent commissions, attorneys fees, documentation of real estate tax and property title, lender mortgage fees, tax on property transfer levied by the state or local tax authority, and lender-imposed penalty for mortgage prepayment;
- shipment and storage of household goods; and
- release from a lease payment on your current residence, if required.]

**[Retirement Plan]** means a program that provides retirement benefits to Employees and is not funded wholly by Employee contributions. Retirement Plan does not include:

- a profit-sharing plan;
- a thrift plan;
- a deferred compensation plan;
- a non-qualified pension plan;
- an Individual Retirement Account (IRA);
- a Tax Sheltered Annuity (TSA);
- a salary reduction plan (401(k), 403(b) [or like plan]);
- a Keogh plan (HR-10) with respect to Partners;
- an Employee Stock Ownership Plan (ESOP);
- any amount rolled over or transferred to any other retirement plan as defined in Section 402 of the Internal Revenue Code]; or
- [any amount you receive from any federal, [provincial,] state or public retirement or disability plan including Public Employees' Retirement System (PERS) or State Teachers' Retirement System (STRS).]]

**[Retro Disability]** means an Accident or Sickness that results in Hospital Confinement that begins on the date you become Totally Disabled or within [48 hours] of the date your Total Disability begins and continues for at least [14 consecutive days]. Your Total Disability must be continuous throughout your Elimination Period.]

**Sickness** means disease or illness, Mental Illness, Drug and Alcohol Illness, [Chemical and Environmental Illness,] [Chronic Fatigue,] [Musculoskeletal and Connective Tissue Illness], [Fibromyalgia] or pregnancy. A Disability caused by a Sickness must:

- occur while covered under the Policy; and
- not otherwise be excluded under the Policy.

[An Accident that results in Disability more than [3 calendar days] after the Accident, will be deemed a Sickness.]

**[Spouse]** means any individual who is a party to a Marriage[, but does not include:]

- [any person who is insured as an Employee; or]
- [any person residing outside the [United States], [Canada], or [Mexico]. [This exclusion does not apply to a Spouse who resides with an Employee who is on a temporary work assignment outside the [United States].]]

**[Total Disability and Totally Disabled]** means you are unable to perform [all] the material and substantial duties of your Regular Occupation.]

[Total Disability must be caused by an Accident or Sickness and must commence while you are insured under the Policy.] [You must be Totally Disabled during your Elimination Period.]

**Total [Monthly] Earnings** means your [gross monthly earnings as reported by your Employer for the prior calendar year immediately before the first date your Disability begins. Total Monthly Earnings includes commissions but does not include income received due to bonuses, overtime pay or any other extra compensation].

[Premiums for your insurance will be based on your [salary] as of [January 1] each year. If you were hired after [January 1] in any year, premiums will be based on your [salary] as of your effective date.]

**Treatment** means a Physician's consultation, care or services; diagnostic measures; or the prescription, refill or taking of prescribed drugs or medicines.

**We, Us, Our (we, us, our)** means Sun Life Assurance Company of Canada.

**You, Your (you, your)** means an Employee who is eligible for insurance under the Policy.

### **[3.] ELIGIBILITY, EFFECTIVE DATES AND TERMINATIONS**

#### **When are you eligible for insurance?**

You are initially eligible for insurance on the latest of:

- [January 1, 2013];
- the [first of the month following the] date your Eligibility Waiting Period ends; or
- the date you first are Actively at Work in an Eligible Class.

[You are also eligible for insurance [during any Enrollment Period] [or as a result of a Family Status Change,] provided you are Actively at Work and in an Eligible Class.]

#### **When must you enroll for insurance?**

You must enroll within [31 days] of the date you are initially eligible [or within [31 days] of the date of a Family Status Change] [or during any Enrollment Period].

#### **When does your insurance start?**

Your insurance starts on the later of:

- the date you are eligible and agree to make any required contribution toward the cost of the insurance; or
- the date we approve any required Evidence of Insurability; [if you are Actively at Work on that date].

If you are not Actively at Work on that date, your insurance will not start until you resume being Actively at Work. [If the date you resume being Actively at Work is more than [90 days] after you applied for insurance and Evidence of Insurability was required, then you must submit new Evidence of Insurability and your insurance will not start until the date we approve your request.]

#### **When can you make changes in your insurance?**

[During any Enrollment Period after] [If] you are covered under the Policy and Actively at Work, you may request a change in your insurance amount or benefit options.

[You may also request a change in insurance at any time due to a Family Status Change. Such request must be made within [31 days] of the date the Family Status Change occurred.]

[You may only increase or decrease your insurance amount within the limits shown in the Benefit Highlights.]

[Evidence of Insurability may be required for any change in insurance.]

#### **When will your coverage change?**

Your coverage under the Policy may change if:

- [you enroll for a different coverage option;]
- [you transfer to another class under the Policy;]
- [there is a Policy change; or]
- [there is a change in your [Total Monthly Earnings].]

#### **[When does a change in your insurance start?**

If you are Actively at Work, any increase in insurance or benefits, [for reasons other than a change in the Policy,] will start on: the latest of:

- [[the first of the month following] the date you apply for such change in insurance;]
- [[the first of the month following] the date you transfer to a different class of eligible Employees;]
- [[the first of the month following] the date of the increase in your [Total Monthly Earnings];]
- [[the first of the month following] the date we approve any required Evidence of Insurability; or]
- [the date specified during the Enrollment Period.]

If you are eligible for additional insurance, the change will be effective on the date the change is effective. If you are not Actively at Work on that date, any increase in insurance or benefits will not start until you resume being Actively at Work.

Whether or not you are Actively at Work, any decrease in insurance or benefits will start [immediately] [on the first of the month following the latest of]:

- [the date you apply for such change in insurance;]
- [the date you transfer to a different class of eligible Employees;]
- [the date of the decrease in your [Total Monthly Earnings];]
- [the date specified during the Enrollment Period.]]

Any change is subject to all the terms of the Policy.

#### **[When are you required to provide Evidence of Insurability?**

You must provide Evidence of Insurability if you:

- [enroll for insurance [that exceeds the Guaranteed Issue amounts shown in the Benefit Highlights];
- [enroll for insurance more than [31 days] [after your initial eligibility date][and other than during an Enrollment Period] or [as a result of a Family Status Change];
- [discontinue coverage and subsequently re-enroll;]
- [change your coverage [by more than [\$100]] during the Enrollment Period; or]
- [change your coverage to another option available as shown in the Benefit Highlights].]

#### **[What happens if you are rehired by your Employer?**

[If you are rehired by your Employer within [6 months] of the date your employment ends, [due to lay off], your insurance may be reinstated. Your reinstated insurance will:

- be the same insurance for which you were insured prior to termination of employment;
- [be subject to Evidence of Insurability if you apply for an increase in your amount of insurance after your coverage is reinstated;]
- [be subject to a new Pre-existing Condition exclusion for any condition which manifested during the period of time between the date your employment terminated and the date you are rehired;]
- be subject to all the terms and provisions of the Policy.]

[You will [not] be subject to a new Pre-existing Condition [exclusion] as of the date you are rehired.] [You will be given credit for the time you were insured prior to your termination of employment.]

[If you had partially satisfied your Eligibility Waiting Period prior to your termination of employment, your previous time employed with your Employer will [not] count towards completion of your Eligibility Waiting Period.] [Your Eligibility Date will be the later of [the date] you are rehired or [the day] after you complete the Eligibility Waiting Period.]

[If you are rehired by your Employer [6 months] or later after the date your employment terminates, your coverage will not be reinstated. You will be eligible for insurance on [the day after] you complete a new Eligibility Waiting Period.]

[You must re-enroll within [31 days] of your rehire date.]

[Coverage will not be reinstated for any amount of insurance which you converted in accordance with the Conversion Privilege [or continued under the [Portability Provision], unless you cancel such coverage].]

#### **When does your insurance end?**

Your insurance will end on the earliest of the following to occur:

- the date the Policy terminates;
- [the date your Employer's participation in the trust and under the Policy terminates;]
- the date you notify us in writing to cancel your insurance;



- [the date you enter active duty in any armed service during time of war (declared or undeclared)];
- the date you retire;
- the date you die;
- the date you are no longer in an Eligible Class;
- the date you commit an act of material misrepresentation to obtain benefits under the Policy;
- the last day of the period for which any required premium has been paid for your insurance or any part of your insurance; or
- the last day you are Actively at Work; subject to any Continuation[, Conversion or Portability] provisions.

**[If your coverage has ended, can it be reinstated?**

If your insurance ends for any reason other than you have voluntarily terminated your insurance, then you may apply to reinstate your insurance [within 12 months from when your insurance ended]. To reinstate your insurance, you must apply within [31 days] after you return to being Actively at Work in an Eligible Class. Reinstatement will be effective on the latest date when all of the following have occurred:

- we approve your application for reinstatement;
- we approve any required Evidence of Insurability;
- you agree to make any required contribution toward the cost of your insurance; and
- you return to being Actively at Work.

A new Eligibility Waiting Period will [not] apply.]

## **[4.] BENEFIT PROVISIONS**

### **What is the disability income benefit?**

Disability income benefits are benefits paid to you to partially replace your income if you become Disabled while insured.

### **When do disability income benefits become payable?**

We will pay you a benefit as calculated below, for a Period of Disability, subject to all the terms of the Policy if you:

- send Proof to us that you have become Disabled;
- are insured under the Policy at the time your Disability commences; and
- have completed your Elimination Period shown in the Benefit Highlights.

### **How is the benefit calculated [for a Total Disability]?**

To determine the benefit we will pay [each month] you are [Totally] Disabled, we will [subtract all Deductible Sources of Income from] [take] the lesser of:

- the Benefit [Percentage] you elected [multiplied by your [Total Monthly Earnings]]; or
- [the Guaranteed Issue Amount, (if we did not approve your Evidence of Insurability); or]
- the Maximum Benefit you elected.

The result is your [Total] Disability benefit. [The benefit payable will never be less than the Minimum Benefit shown in the Benefit Highlights.]

### **[How is the benefit calculated for a Partial Disability?**

To determine the benefit we will pay [for the first 12 months] while you are Partially Disabled, add your [Deductible Sources of Income and your] Disability Earnings to your Gross Benefit for a Total Disability.

If the calculation above is more than [100%] of your [Indexed [Total Monthly Earnings]], subtract the amount in excess of [100]% from your benefit for a Total Disability. The result is your benefit for a Partial Disability.

If the calculation above is [100%] or less of your [Indexed [Total Monthly Earnings]], your benefit for a Partial Disability is the same as your benefit for a Total Disability.

[If you continue to be Partially Disabled after receiving Partial Disability benefits for [12 months], your Partial Disability benefit will be recalculated based on the following formula:

[(A divided by B) multiplied by C:

where:

A = your [Indexed Total Monthly Earnings] minus your Disability Earnings

B = your [Indexed Total Monthly Earnings]

C = your benefit for a Total Disability] ]

### **When is the benefit paid?**

The benefit will be paid as follows:

- benefits will be paid [at the end of each consecutive monthly period] following your Elimination Period as specified in the Benefit Highlights; and
- for each day for which a benefit is payable, the amount paid will be equal to [1/30<sup>th</sup>] of the benefit.

### **What happens if you return to [full-time] work and become Disabled again?**

We will treat this new Disability as part of your prior Disability if you returned to work and were Actively at Work for less than:

- [six months], if due to the same or related causes; or

- [[one day], if due to an entirely unrelated cause.]

You will not have to complete a new Elimination Period.

Your benefit will be subject to the same terms and conditions as were applicable to the original Disability.

Your benefit will not continue if:

- your coverage under the Policy terminates;
- you become eligible for coverage under any other group disability income policy[; or
- you refuse to complete a rehabilitative assessment or you cease to participate in a Rehabilitation Program without Good Cause].

[If your new disability begins later than the time periods specified, you will need to complete a new Elimination Period.]

### **When does your benefit end?**

Your benefit will end on the earliest of the date:

- you do not submit to any medical examination or clinical assessment requested by us;
- we determine you are no longer Disabled, even if you choose not to work;
- you reach the end of your Maximum Benefit Duration;
- you do not provide Proof to us that you continue to be Disabled; or
- [you do not provide Proof that your earnings loss is a direct result of your Disability].

In addition to the circumstances shown above, your benefit is subject to termination as otherwise stated under the terms and conditions of the Policy.

### **[How is Other Income applied to your benefit?**

[The amount of Deductible Sources of Income you receive will be deducted from your Gross Benefit.]

[For the first [12 months] that you are [Disabled] [receiving a benefit], any Other Income benefits that you receive will not be considered Deductible Sources of Income.]]

### **[Are you required to apply for Other Income benefits?**

If you [or your Dependents] are, or become eligible, for any Deductible Sources of Income, you [or your Dependents] must apply for that Other Income and make reasonable efforts to reapply for or appeal the denial of any application for that Other Income.

If appropriate, we will assist you in the application and appeals processes.]

### **[What is the Right of Recovery obligation?**

You must pursue all valid claims including, but not limited to, claims of negligence or wrong doing by any third-party, claims for restitution, constructive trust, equitable lien, breach of contract, and any other state or federal claims you may have against any third party responsible, in whole or in part, for any Accident, Sickness, or Disability for which any benefits have been paid or are payable under the Policy. You must immediately advise us of any amount you recover. We reserve the right to pursue any and all claims not pursued by you, and you agree to assign all such claims to us upon our request.

[With respect to Other Income or any recovery as described in this provision, you shall not enter into any agreement, settlement, or take any action which may prejudice our rights without first requesting our consent. You must execute and deliver to us all documents we may require to protect our rights. Any amounts which you are entitled to recover from any agreement, settlement or action will be considered as Other Income or reimbursement for additional benefits, as appropriate.]

[Our right to reduction, reimbursement and subrogation will not be reduced even if the recovery does not fully compensate you and you were not made whole for all losses sustained or alleged, regardless of how the payment is described by you or any third party or even if the recovery is not described as being

related to your condition of Disability. The amount we are entitled to will also not be reduced by legal fees or court costs incurred in seeking the recovery. Any so-called "make-whole" or "full-compensation" rule or doctrine is hereby explicitly rejected and disavowed by you and us.]]

**[Is Other Income estimated?**

We have the right to estimate the amount of any Deductible Sources of Income you are eligible to receive and to reduce your benefit by the estimated amount.

Until approval or denial is made, we will estimate the amount you [or your Dependents] would receive for any Deductible Sources of Income. That estimate will be considered your Deductible Sources of Income amount. When approval or denial is made, the benefits paid or payable will be adjusted as necessary. We will not estimate if:

- you have applied for the Other Income benefits;
- you agree to appeal any denials of any Deductible Sources of Income benefits to all administrative levels we deem necessary; and
- you complete and sign the Sun Life Reimbursement Agreement.]

**[What happens when Other Income benefits have been awarded or have been denied?**

You must notify us in writing within [31 days] of receiving notice of approval, denial or an adjustment in the amount of Deductible Sources of Income (other than for cost of living increases). If necessary we will make an adjustment to your benefit. If you have been underpaid, we will immediately make a lump sum payment to you of the amount that has been underpaid. If you have been overpaid, you must reimburse us the amount of the overpayment within [31 days] of the award. We have the right to reduce or eliminate your future benefit payments until you have repaid the amount of the overpayment. [During the overpayment reimbursement period, the Minimum Benefit will not apply.]]

**[What happens if you receive increases in Other Income benefits?**

After the first deduction for each of your Deductible Sources of Income benefits, we will not reduce your benefit payments due to cost of living increases you receive from any sources described as Deductible Sources of Income. [This does not apply to any increase in earnings you receive from employment.]]

**[What is the Social Security Disability Income Assistance Program?**

At your request, we will assist you (if appropriate) through the various levels of the Social Security claims process, including the application and appeals processes.]

**[CONVERSION PRIVILEGE**

**What is the Conversion Privilege?**

If your coverage ceases due to termination of your employment, you may be eligible to participate in a group conversion policy.

**How are you eligible for coverage under the Conversion Policy?**

You are eligible if:

- your coverage ends because your employment terminates; [and
- you were covered for at least [12 consecutive months] immediately before your coverage under the Policy terminated].

To apply for coverage under the Conversion Policy, you must, within [31 days] of your termination, submit to us an application and the first premium payment.

**When is coverage under the Conversion Policy not available?**

Conversion is not available to you if:

- [your Employer's coverage has terminated;]
- you have retired;
- you have reached age [70];

- you are not in an Eligible Class under the Policy;
- [the Policy has been amended to exclude your Eligible Class;]
- you have failed to make any required premium contributions;
- you are Disabled; or
- you become covered under another employer's disability plan within [31 days] after your insurance terminates under the Policy.]

## **[COST OF LIVING ADJUSTMENT BENEFIT**

### **What is the Cost of Living Adjustment (COLA) Benefit?**

We will pay a COLA Benefit to you to help against increases in costs due to inflation.

### **When are you eligible for a COLA Benefit?**

You are eligible for a COLA Benefit on the [first anniversary of the date your benefit payments for a [Total] Disability began] and each [anniversary] thereafter [, [up to [5] Cost of Living Adjustments].] [as long as you are receiving a benefit for a [Total] Disability.]

### **How is your COLA Benefit calculated?**

To determine your COLA Benefit, multiply your disability income benefit by [3%].

Your disability income benefit, adjusted by the COLA Benefit, is not subject to the Maximum Benefit.

[Your benefit will include any prior years' Cost of Living Adjustments.]

### **When does your COLA Benefit terminate?**

Your COLA Benefit will terminate on the earliest of:

- the date you are no longer eligible to receive benefits for a [Total] Disability under the Policy;
- the end of your Maximum Benefit Duration; or
- the date you do not provide Proof that you continue to be [Totally] Disabled as requested.]

## **[[5.] ADDITIONAL BENEFITS**

You are insured for the additional benefits shown below provided you:

- are eligible for those benefits;
- are enrolled for those benefits; and
- have agreed to make the required contribution for those benefits.

These additional benefits are subject to all the terms and conditions of the Policy. In addition to the termination provisions shown in the Eligibility, Effective Dates and Terminations section, termination provisions specific to an additional benefit are shown in this section.

### **[ACCIDENTAL DISMEMBERMENT/LOSS OF SIGHT BENEFIT**

#### **What is the Accidental Dismemberment/Loss of Sight (ADLOS) Benefit?**

We will pay an ADLOS Benefit to you for the number of months specified for that loss, as shown below. We will pay the ADLOS Benefit if we receive Notice and Proof that while insured you:

- sustained an Accidental Bodily Injury; and
- incurred one of the following losses within [365 days] of the date of the Accidental Bodily Injury.

If you incur more than one of the losses, shown below, from any one accident, only the loss with the greatest number of benefit payments will be payable.

<b>Type of Loss</b>	<b>Number of Benefit Payments</b>
Loss of both hands .....	[48 months]
Loss of both feet .....	[48 months]
Loss of the entire sight of both eyes .....	[48 months]
Loss of one hand and the entire sight of one eye .....	[48 months]
Loss of one foot and the entire sight of one eye .....	[48 months]
Loss of one hand and one foot .....	[24 months]
Loss of the entire sight of one eye .....	[12 months]
Loss of thumb and index finger of the same hand.....	[12 months]

[Loss of hand or foot means a total and permanent physical separation of the limb from the body, occurring at or above the wrist or ankle. Loss of sight means a total (i.e., 100%) and irrecoverable loss of sight. Loss of thumb and index finger means a total and permanent physical separation of the thumb and finger from the hand, occurring through or above the metacarpophalangeal joint.] [Regardless of the residual function level (i.e., 0%-100%), of a finger, hand or foot, if a limb is surgically reattached, no ADLOS benefit is payable.]]

#### **How is the Accidental Dismemberment/Loss of Sight Benefit calculated?**

To determine your benefit for the specific loss, multiply the number of benefit payments for that loss by the lesser of:

- your Gross Benefit; or
- the Maximum Benefit (shown in the Benefit Highlights).

[This amount is not subject to reductions from Other Income.]

[If the specific loss is caused by an On the Job Assault, then the number of monthly benefits for that specific loss will be increased by an additional [6 months].

No benefit is payable for Disability during any period we are paying a benefit for the specific loss under this ADLOS Benefit. If you are Disabled after the expiration of the benefit for the specific loss, a disability income benefit will be payable according to the terms of the Policy. Any period you have received an

ADLOS Benefit for the specific loss will count towards satisfaction of the Maximum Benefit Duration and the [Total] Disability benefit period.

[In addition to the exclusions shown in the Exclusions and Limitations provision, no ADLOS Benefit will be payable for a loss that is due to or results from air travel, other than your riding as a fare-paying passenger.]

**What happens if you die before receiving all the benefit payments?**

If you die while receiving an ADLOS Benefit, the remaining amount of benefit payments, if any, will be payable in a lump sum to your [estate]. No ADLOS Benefit is payable beyond the number of months specified above.]

**[ADVANCED SURVIVOR BENEFIT]**

**What is the Advanced Survivor Benefit?**

If we receive satisfactory Proof that you are terminally ill, the Advanced Survivor Benefit will be payable to you, while you are still living. The Advanced Survivor Benefit is [three times] your Gross Benefit and will be paid [in a lump sum].

[Such benefit will not be subject to deductions for Other Income.] [We will reduce your Advanced Survivor Benefit by the amount of any overpayments we have made to you.]

**When are you eligible for an Advanced Survivor Benefit?**

You are eligible if:

- you are receiving or eligible to receive a benefit under the Policy;
- [you have been Disabled for the greater of [180 consecutive days] or your Elimination Period]; and
- you are certified, by a Physician, as terminally ill with a life expectancy of [12 months] or less.

To exercise the Advanced Survivor Benefit, you must submit a written request to us.

If you receive an Advanced Survivor Benefit, no Survivor benefit will be payable to your Eligible Survivor.]

**[ASSISTED LIVING BENEFIT]**

**What is the Assisted Living Benefit?**

You are eligible for an Assisted Living Benefit which will be payable if you are receiving a benefit for a Total Disability and you:

- [have been Disabled for the greater of [180 consecutive days] or your Elimination Period];
- are Cognitively Impaired;
- are unable to safely and completely perform [2] or more of the Activities of Daily Living without another person's assistance or verbal cueing, for your own protection, or the protection of others; [or
- are terminally ill with a life expectancy of [12 months] or less].

Your Cognitive Impairment or your inability to perform [2] or more of the Activities of Daily Living must:

- begin on or after your date of Total Disability;
- be a result of the same Accident or Sickness that caused your Total Disability; and
- be expected to continue for [90 days] or more.

**How is the Assisted Living Benefit calculated?**

The monthly Assisted Living Benefit is the lesser of:

- [20%] of your [Total Monthly Earnings]; ]
- [the Maximum Benefit as shown in the Benefit Highlights; or]
- [\$5,000.]]

The Assisted Living Benefit is payable in addition to the Total Disability benefit [and is not reduced by Other Income].

#### **When does the Assisted Living Benefit end?**

The Assisted Living Benefit ends on the earliest of:

- the date you are no longer eligible to receive benefits for a Total Disability;
- the date you fail to provide Proof of claim, satisfactory to us;
- the date you are no longer eligible to receive benefits under the Assisted Living Benefit; or
- the date you die.

We may require periodic Proof that you continue to be Cognitively Impaired or remain unable to perform [2] or more of the Activities of Daily Living. Such Proof may include having you examined, at our expense, by a Physician or other medical practitioner of our choice.]

### **[BUSINESS PROTECTION BENEFIT]**

#### **How are you eligible for coverage under the Business Protection Benefit?**

We will pay a monthly Business Protection Benefit to your Employer if you:

- become Disabled while insured under the Policy and insured under this Business Protection Benefit;
- are receiving a benefit for the same Disability under the Policy;
- [have been Disabled for the greater of [180 consecutive days] or your Elimination Period]; and
- prior to your Disability, were actively engaged on a Full-time Basis in the business of the Employer.

#### **How is the Business Protection Benefit calculated?**

If you are Totally Disabled [or Partially Disabled and earning less than [20%] of your [Total Monthly Earnings], the monthly Business Protection Benefit payable is the lesser of:

- [\$2,500 - \$20,000];
- [10% - 60%] of your [Total Monthly Earnings]; or
- [the Maximum Benefit.]

[If you are Partially Disabled and earning [20%] or more of your [Indexed Total Monthly Earnings], the monthly Business Protection Benefit is payable according to the following formula:

$$[(A \text{ divided by } B) \text{ multiplied by } C]$$

where:

A = your [Indexed Total Monthly Earnings] minus your Disability Earnings

B = your [Indexed Total Monthly Earnings]

C = the Business Protection Benefit payable if you were Totally Disabled or Partially Disabled and earning less than [20%] of your [Indexed Total Monthly Earnings.]]

#### **When does the Business Protection Benefit end?**

The Business Protection Benefit ends on the earliest of:

- the date you are no longer Disabled;
- the date [24] Business Protection Benefits have been paid to your Employer; or
- the date you are no longer receiving a benefit under the Policy.]

### **[[COBRA CONTINUANCE PREMIUM] BENEFIT]**

#### **What is the [COBRA Continuation Premium] Benefit?**

We will pay you a [COBRA Continuation Premium] Benefit if you are receiving disability income benefits and you elect to continue your medical and/or dental insurance [as permitted under the Consolidated



Omnibus Budget Reconciliation Act of 1985, as amended, including changes made by the Health Insurance Portability and Accountability Act of 1996 (HIPAA)].

**When are you eligible for the [COBRA Continuation Premium] Benefit?**

You are eligible to receive the [COBRA Continuation Premium] Benefit if you:

- are receiving a benefit;
- [have been Disabled for the greater of [180 consecutive days] or your Elimination Period];
- have elected the [COBRA] continuation under the medical and/or dental insurance plan sponsored by your Employer; and
- provide us with satisfactory Proof on a quarterly basis that you are making premium payments to your Employer for the [COBRA] continuation of medical and/or dental insurance.

**What is the amount of the [COBRA Continuation Premium] Benefit?**

The [COBRA Continuation Premium] Benefit is the lesser of:

- [\$400] per month; or
- the actual amount you pay to your Employer to continue your medical and/or dental insurance [pursuant to COBRA].

**When does your [COBRA Continuation Premium] Benefit end?**

The [COBRA Continuation Premium] Benefit will end on the earliest of:

- the date you are no longer Disabled;
- the end of your Maximum Benefit Duration;
- the date your [COBRA] continuation under your Employer sponsored medical and/or dental plan ends;
- the date you fail to give us Proof that you are making premium payments to your Employer for the [COBRA] continuation of your medical and/or dental insurance; or
- [the date [18] [COBRA Continuation Premium] Benefit payments have been made.]

**What happens when your [COBRA Continuation Premium] Benefit ends?**

If you discontinue making premium payments to your Employer to continue your medical and/or dental insurance [pursuant to COBRA], any amounts due to you or refundable to us will be calculated based on 1/30<sup>th</sup> of the monthly [COBRA Continuation Premium] Benefit for each day of a Period of Disability that is less than a full month.]

**[DEPENDENT CHILD CONTINUING EDUCATION BENEFIT]**

**What is the Dependent Child Continuing Education Benefit?**

If you are [Totally] Disabled [and participating in a Rehabilitation Program], you may be eligible for a Dependent Child Continuing Education Benefit.

**When are you eligible for a Dependent Child Continuing Education Benefit?**

You are eligible for a Dependent Child Continuing Education Benefit if:

- [you have been [Totally] Disabled for the greater of [180 consecutive days] or your Elimination Period];
- [you have been a participant in a Rehabilitation Program for at least [6 months]; and]
- you have a Dependent Child [under age 26] who is enrolled as a full-time student at a post-secondary school.

**What is the amount of the Dependent Child Continuing Education Benefit?**

Your Dependent Child Continuing Education Benefit is the lesser of:

- [\$250] per [month] for each full-time student; or
- [\$500] per [month] if you have [3] or more full-time students.

After the first Dependent Child Continuing Education Benefit, you may elect, in writing, an alternative payment method. The alternative payment method will pay the Dependent Child Continuing Education Benefit two times per year. The payments will be paid at the start of the semester and represent [3 months] in arrears and [3 months] in advance from the start of the semester. A semester starts on [February 1<sup>st</sup>] and [August 1<sup>st</sup>].

Prior to payment of the benefit, you must send Proof each semester that you have an eligible Dependent Child enrolled as a full-time student at a post-secondary school.

#### **When does your Dependent Child Continuing Education Benefit end?**

The Dependent Child Continuing Education Benefit will end on the earliest of:

- [the date you cease to participate in a Rehabilitation Program;]
- the date you are no longer [Totally] Disabled;
- the end of your Maximum Benefit Duration;
- the date you do not have, or fail to provide Proof of, a Dependent Child [under age 26] who is a full-time student attending a post-secondary school;
- the date you no longer have a Dependent Child [under age 26]; or
- the date [48] [monthly] Dependent Child Continuing Education Benefit payments have been paid.

#### **What happens when your Dependent Child Education Benefit ends?**

If you become ineligible for a Dependent Child Continuing Education Benefit, any amounts due to you or to us will be calculated based on 1/30<sup>th</sup> of the Dependent Child Continuing Education Benefit for each Period of Disability that is less than a full month.]

### **[EXTENDED EARNINGS PROTECTION BENEFIT]**

#### **What is the Extended Earnings Protection Benefit?**

The Extended Earnings Protection Benefit protects your earnings level after you have returned to work following a Period of Disability. If you return to full-time work following a Period of Disability and continue to have an earnings loss, an Extended Earnings Protection Benefit may be payable.

#### **When are you eligible for an Extended Earnings Protection Benefit?**

To qualify for the Extended Earnings Protection Benefit, you must:

- [have been Disabled for the greater of [180 consecutive days] or your Elimination Period];
- have received at least one disability income benefit under the Policy;
- have returned to full-time work [for your Employer];
- be performing all the material and substantial duties of your Regular Occupation; and
- be currently earning less than [100%] of your [Indexed [Total Monthly Earnings]].

#### **How is the Extended Earnings Protection Benefit calculated?**

[To determine the Extended Earnings Protection Benefit for the first [12 months] of your return to full-time work:

- add your current [monthly] earnings from employment to the benefit that would be payable if you were Totally Disabled;
- if this sum is in excess of [100%] of your [Indexed Total Monthly Earnings]: from the benefit that would be payable if you were Totally Disabled, subtract the amount in excess of [100%] of your [Indexed Total Monthly Earnings.] This result is the Extended Earnings Protection Benefit;
- if the sum is [100%] or less of your [Indexed [Total Monthly Earnings]], the Extended Earnings Protection Benefit is the benefit that would be payable if you were Totally Disabled.]

[After the Extended Earnings Protection Benefit has been paid for [12 months] and you continue to earn less than [100%] of your [Indexed Total Monthly Earnings], the following proportionate loss formula will be used to determine the Extended Earnings Protection Benefit:

[(A divided by B) multiplied by C

where:

- A = your [Indexed Total Monthly Earnings] minus your current monthly earnings from employment  
B = your [Indexed Total Monthly Earnings]  
C = the Total Disability Benefit that would be payable if you were Totally Disabled]

[The Extended Earnings Protection Benefit is not subject to the Minimum Benefit.]

**When does the Extended Earnings Protection Benefit end?**

The Extended Earnings Protection Benefit will cease on the earliest of:

- the date you receive [12] Extended Earnings Protection Benefits;
- the date you [earn] [are capable of earning] at least [100%] of your [Indexed Total Monthly Earnings];
- the date you fail to provide Proof of your earnings from employment;
- the date you are eligible for disability income benefits under the Policy;
- [[12 months] following the date you initially return to work on a Full-time Basis;]
- [the date you are no longer in an Eligible Class;] or
- the date you are no longer an employee of the Employer].

**[FAMILY] CARE BENEFIT**

**What is the [Family] Care Benefit?**

If you participate in a Rehabilitation Program, a [Family] Care Benefit is payable if:

- [you have been Disabled for the greater of [180 consecutive days] or your Elimination Period];
- [you have completed at least [3 months] of Rehabilitative Employment; and ]
- your Dependent Child [under age 13] [or a Dependent Family Member] is enrolled in a Day Care Center].

**What is the amount of the [Family] Care Benefit?**

The [monthly] [Family] Care Benefit is the lesser of:

- [50%] of the actual monthly charges by the Day Care Center incurred by you for your [Family] Care expenses; or
- [\$750].

The [Family] Care Benefit is payable upon receipt of satisfactory Proof of paid expenses and that you have a Dependent Child [under age 13] [or a Dependent Family Member] enrolled in a Day Care Center.

**When does your [Family] Care Benefit end?**

The [Family] Care Benefit will cease on the earliest of:

- the date you are no longer Disabled;
- the date you no longer participate in a Rehabilitation Program;
- the date you have received [24] [Family] Care Benefit payments;
- the end of your Maximum Benefit Duration;
- the date you become eligible for any similar group disability income coverage with another Employer;
- the date you do not provide Proof to us that you continue to be Disabled;
- the date you no longer have a Dependent Child [under age 13]; [or a Dependent Family Member;] or
- the date you fail to provide Proof to us that you have an eligible Dependent Child [under age 13] [or a Dependent Family Member] enrolled in a Day Care Center.

**What happens when your [Family] Care Benefits end?**

If you are no longer eligible for a [Family] Care Benefit, any amounts due to you or to us will be calculated based on 1/30<sup>th</sup> of the [Family] Care Benefit for each Period of Disability which is less than a full month.]

## **[[FAMILY] CARE CREDIT BENEFIT**

### **What is the Family Care Credit Benefit?**

If [you have been Disabled for the greater of [180 consecutive days] or your Elimination Period and] you participate in a Rehabilitation Program, we will deduct a portion of your cost for [Family] Care for Day Care Center expenses from your earnings received from employment, which may increase your Partial Disability benefit.

### **What deduction will be allowed?**

The maximum monthly deduction allowed for each Dependent Child [under age 13] [or Dependent Family Member] is:

- [\$200] during the first [6 months] you participate in a Rehabilitation Program; [and
- [\$100] thereafter;]

but in no event will the deduction exceed the amount of your [Total Monthly Earnings].

The Maximum [Family] Care deduction will not exceed a total of [\$2,500] during a calendar year.

[Family] Care charges must be documented by a receipt from the caregiver.

### **When does the [Family] Care Credit Benefit cease?**

The [Family] Care deduction will cease on the earliest of:

- the date you no longer participate in a Rehabilitation Program;
- the date you receive [12 months] of [Family] Care deductions;
- the date you are no longer Disabled;
- the end of your Maximum Benefit Duration;
- the date you become eligible for any similar group disability income coverage with another Employer;
- the date you do not provide Proof to us that you continue to be Disabled;
- the date you no longer have a Dependent Child [under age 13]; [or a Dependent Family Member;] or
- the date you fail to provide Proof to us that you have an eligible Dependent Child [under age 13] [or a Dependent Family Member] enrolled in a Day Care Center.

## **[FIRST DAY HOSPITAL BENEFIT**

### **What is the First Day Hospital Benefit?**

If your Elimination Period is less than [15 days], and you are confined to a Hospital for at least [24] hours following a surgery, we will waive your Elimination Period.]

## **[INFECTIOUS AND CONTAGIOUS DISEASE BENEFIT**

### **When are you eligible for the Infectious and Contagious Disease Benefit?**

You may be eligible to receive an Infectious and Contagious Disease Benefit if:

- you have been insured under the Policy for [180 days];
- you are not Disabled;
- you provide Proof that you carry an Infectious and Contagious Disease for which you first tested positive after your effective date under this benefit and at least one of the following has occurred:
  - your license to practice your Regular Occupation has been revoked;
  - you or your license has limitations or restrictions imposed and as a result, you are unable to perform all the material and substantial duties of your Regular Occupation; or
  - you lose patients as a result of disclosure of your Infectious and Contagious Disease;
- throughout a period of time equal in length to your Elimination Period, you have suffered a loss of earnings in excess of [20%] of your [Indexed Total Monthly Earnings] immediately prior to disclosure; and

- you have never refused to be immunized against the Infectious and Contagious Disease for which you are claiming a benefit.

#### **How is the Infectious and Contagious Disease Benefit calculated?**

If you qualify for an Infectious and Contagious Disease Benefit, the benefit is payable in accordance with the following formula:

$$[(A \text{ divided by } B) \text{ multiplied by } C]$$

where:

A = your [Indexed Total Monthly Earnings] minus your Disability Earnings

B = your [Indexed Total Monthly Earnings]

C = your Maximum Benefit payable under the Policy if you were Totally Disabled]

#### **When does the Infectious and Contagious Disease Benefit cease?**

The Infectious and Contagious Disease Benefit will end on the earliest of:

- the date you become eligible for a Disability benefit under the Policy;
- the date we determine you have not made every effort to continue to work in your Regular Occupation on a Full-time Basis;
- the date you no longer participate with us in seeking and applying for suitable alternate work based on your training, education, experience and comparable income; or
- the date you receive [60] Infectious and Contagious Disease Benefit payments.]

### **[OUTPATIENT SURGICAL PROCEDURE BENEFIT]**

#### **What is the Outpatient Surgical Procedure Benefit?**

We will waive your Elimination Period if:

- you are insured for the First Day Hospital Benefit;
- your Elimination Period is less than [15 days]; and
- you undergo an Outpatient Surgical Procedure that results in a Disability.]

### **[PENSION CONTRIBUTION BENEFIT]**

#### **What is the Pension Contribution Benefit?**

We will pay an additional benefit for deposit into your Employer sponsored [401(k)] or other approved qualified deferred compensation plan. We will make payments to the plan administrator in accordance with the rules and regulations of the Internal Revenue Service and the provisions of your Pension Plan. Any payment that cannot be made to the trustee or plan administrator of your Pension Plan will be made to a qualified deferred annuity account that you designate.

#### **When are you eligible for a Pension Contribution Benefit?**

You are eligible if you:

- [have been Disabled for the greater of [180 consecutive days] or your Elimination Period];
- are receiving a disability income benefit under the Policy;
- are a participant in your Employer sponsored Pension Plan[; and
- have been a participant in your Employer sponsored Pension Plan for at least [12 months] before your Disability began].

#### **How much is your Pension Contribution Benefit?**

Your monthly Pension Contribution Benefit is [the lesser of]:

- [[6%] of your [Total Monthly Earnings];]

- [the actual contribution percentage that [you] [your Employer] [you and your Employer] deposited monthly in your Employer sponsored plan; or]
- [\$2,500].

#### **When does your Pension Contribution Benefit end?**

Your Pension Contribution Benefit will end on the earliest of:

- the date you are no longer eligible to receive a benefit under the Policy;
- [the date you are no longer an eligible participant in your Employer sponsored Pension Plan;]
- [the date your Employer Sponsored Pension Plan is frozen or terminated;]
- the end of your Maximum Benefit Duration;
- the date you are no longer Disabled; or
- the date you do not provide Proof that you continue to be Disabled.]

### **[PROGRESSIVE ILLNESS BENEFIT]**

#### **When are you eligible for the Progressive Illness Benefit?**

You are eligible for the Progressive Illness Benefit if:

- you have been insured under the Policy for [180 days];
- you are diagnosed with a Progressive Illness;
- you provide us with Proof, from a Physician, of the Progressive Illness; and
- we receive premiums for your insurance based on the [Total Monthly Earnings] as shown below.

#### **How is the Progressive Illness Benefit calculated?**

If you become Disabled and are eligible for the Progressive Illness Benefit, any benefits payable under the Policy will be calculated based on your highest [Total Monthly Earnings] between the time:

- we receive proof from a Physician of your Progressive Illness; and
- you become Disabled under the Policy.]

### **[REASONABLE ACCOMMODATION BENEFIT]**

#### **What is the Reasonable Accommodation Benefit?**

If you would be able to return to work with your Employer with a modification to your Employer's workplace, we may reimburse your Employer (if appropriate) for the reasonable expenses to modify your Employer's workplace up to a maximum of [\$2,000], unless we otherwise approve in writing. Reimbursement includes expenses for tools, equipment, furniture, or any other changes to your work environment that we agree will allow you to return to work.

We will pay a Reasonable Accommodation Benefit if:

- we approve, in writing, the workplace modification;
- your Employer incurs expenses to make the modification to your Employer's workplace;
- you return to work for your Employer;
- [you have been Disabled for the greater of [180 consecutive days] or your Elimination Period]; and
- you were insured under the Policy on the date your Disability began.]

### **[REHABILITATION SERVICES]**

#### **What are the rehabilitation services?**

If you become Disabled, we may determine that you are a suitable candidate to receive vocational rehabilitation services. In order for you to be eligible for such services, you must have the functional capacity to successfully complete a Rehabilitation Program. These services include, but are not limited to:

- job modification;
- job placement;

- retraining; and
- other activities reasonably necessary to help you return to work.

[We may require you to participate in a rehabilitation assessment or a Rehabilitation Program at our expense.] We will work with you, your Employer, your Physician and others, as appropriate, to develop a Rehabilitation Program.

[You decide, with your Physician's approval, whether to participate in a Rehabilitation Program. Participation in a rehabilitation assessment or a Rehabilitation Program is at our expense.]

Eligibility for vocational rehabilitation services is based on your education, training, experience and physical/mental capabilities. We will determine whether you are eligible for vocational rehabilitation services.

[The Rehabilitation Program may, at our sole discretion, allow for payment of your medical expense, education expense, moving expense, accommodation expense or family care expense while you are participating in the Rehabilitation Program.]

#### **[What happens to your benefit if you participate in a Rehabilitation Program?**

If you participate in a Rehabilitation Program, you will receive the greater of:

- the Benefit Percentage (as shown in the Benefit Highlights), multiplied by [1.10], multiplied by your [Total Monthly Earnings], reduced by your Disability Earnings [and Deductible Sources of Income]; or
- your current benefit multiplied by [1.10].

This increased amount will end on the earliest of:

- the date you complete the Rehabilitation Program;
- the date you cease to participate in the Rehabilitation Program [without Good Cause];
- the date your benefits cease; or
- [[12 months] after your Rehabilitation Program began].

#### **[What happens if you refuse rehabilitation services?**

If you refuse to participate in your rehabilitation efforts or you refuse to participate or cease to participate in a Rehabilitation Program [without Good Cause], your benefits will end.]]

### **[RELOCATION EXPENSE BENEFIT**

#### **What is the Relocation Expense Benefit?**

If you are able to return to active full-time employment, but not with your Employer, a Relocation Expense Benefit may be payable.

#### **When are you eligible for a Relocation Expense Benefit?**

You are eligible for a Relocation Expense Benefit if:

- [you have been Disabled for the greater of [180 consecutive days] or your Elimination Period];
- you are receiving a disability income benefit under the Policy;
- you are unable to return to work for your Employer, work for another employer, or work on a self-employment basis within a [50 mile] radius of your residence;
- you have the opportunity to return to active full-time employment at another job or on a self-employment basis more than [50 miles] from your residence; and
- we approve in writing the Relocation Expense, prior to the date it is incurred.

For the purposes of this Relocation Expense Benefit, we reserve the right to determine whether relocation will enable you to return to active full-time employment or to become self-employed.

**What is the amount of your Relocation Expense Benefit?**

The Relocation Expense Benefit is [the lesser of] [\$5,000] or [3] times your Gross Benefit.

If Relocation Expenses are approved by us in writing and paid by an employer on your behalf, we will pay the Relocation Expense Benefit to that employer.]

**[RETRO DISABILITY BENEFIT]****What is a Retro Disability Benefit?**

If you are receiving a Total Disability benefit, an additional Retro Disability Benefit will be payable if:

- we receive Proof that you had a Retro Disability that was due to the same Accident or Sickness that caused your Total Disability; and
- your Elimination Period is [90 days] or more.

**What is the amount of the Retro Disability Benefit?**

The Retro Disability Benefit is your [Gross] Benefit multiplied by the number of months (30 days each) in your Elimination Period. This amount is not subject to reduction due to Other Income.

[If a Total Disability benefit is payable and your Total Disability is due to a Felonious Assault, the Retro Disability Benefit, as described above, will be increased by an additional [10%.]

**When is the Retro Disability Benefit paid?**

Within [90 days] of completion of your Elimination Period, you must send us Proof of your Retro Disability. The Retro Disability Benefit will be paid immediately to you in a single lump sum amount.

Any benefits payable after completion of your Elimination Period will be subject to the terms of the Policy[, including reductions by any Other Income].]

**[STUDENT LOAN REPAYMENT BENEFIT]****What is the Student Loan Repayment Benefit and when are you eligible?**

If you are participating in a Rehabilitation Program, a Student Loan Repayment Benefit of [\$1,000] [per month] is payable for repayment of student loans [for tuition] incurred for an Advanced Professional Degree provided you:

- [have been Disabled for the greater of [180 consecutive days] or your Elimination Period];
- [incurred those student loans prior to your Disability; and]
- provide Proof of outstanding student loans [from an accredited lending institution].

**When does your Student Loan Repayment Benefit end?**

The Student Loan Repayment Benefit will end on the earliest of:

- [the date your student loan(s) for an Advanced Professional Degree Program are repaid];
- [the date you have received [\$5,000] in Student Loan Repayment Benefits;]
- [with respect to any calendar year, the date you have received [\$2,000] in Student Loan Repayment Benefits];
- [the date you are no longer participating in a Rehabilitation Program;]
- the date you are no longer Disabled;
- the end of your Maximum Benefit Duration; or
- the date you fail to provide Proof of outstanding student loans [from an accredited lending institution].]



## **[SURVIVOR BENEFIT**

### **What happens to your benefit if you die?**

If you die while insured under the Policy, we will pay a [lump sum] benefit to your Eligible Survivor provided:

- you were Disabled prior to your death;
- you completed your Elimination Period; and
- we receive Proof of your death.

### **How is the Survivor Benefit determined?**

If the above conditions are met, we will pay your Eligible Survivor [the lesser of]:

- [three times] your Gross Benefit for the month prior to your death; [or
- the number of [months] remaining in the Maximum Benefit Duration] multiplied by your Gross Benefit for the month prior to your death.]

Only [one lump sum benefit] will be paid regardless of the number of Eligible Survivors. If there is more than one Eligible Survivor, the [lump sum benefit] will be paid in equal shares to those persons.

[If you do not have an Eligible Survivor, the Survivor Benefit will be payable to your estate. If an Eligible Survivor is a minor child, we will pay a benefit up to [\$1,000] as indicated in the Claim Provisions section. Such benefit will be payable to a custodian designated pursuant to the Uniform Transfers to Minors Act.]

[If you received an Advanced Survivor Benefit, no Survivor benefit is payable to your Eligible Survivor.]]

## **[WAIVER OF PREMIUM**

### **Are you required to pay premiums while you are Disabled?**

We will waive the premium payments for your insurance under the Policy beginning [the first of the month following] the greater of [180 consecutive days] of Disability or completion of your Elimination Period. The waiver will continue as long as benefits are paid under the Policy. If the Policy is in force when your Disability ends, you will remain insured if you return to an Actively at Work status in an Eligible Class and premium payments for your insurance under the Policy are made on the first of the month following the date you are no longer Disabled.]

## **[6.] EXCLUSIONS AND LIMITATIONS**

### **What are the exclusions?**

No benefit is payable to you for any Period of Disability or other loss for which benefits are payable that is caused by, contributed to in any way or resulting from:

- [intentionally self-inflicted injuries;]
- [war, declared or undeclared, any act of war [or your active duty in any armed service during a time of war];]
- [a Pre-existing Condition; [except:
  - [if your Disability begins later than [12 months] after your effective date or later than [12 months] after the effective date of any increase in your amount of insurance];
  - [[for the initial amount of insurance or for any subsequent increases] if you have been insured under the Policy for the immediately preceding [3 consecutive months] prior to your Disability and during that period you have not:
    - sought medical treatment, consultation, advice, care or services, including diagnostic measures for the condition, regardless of whether the condition was diagnosed or suspected at that time; [or]
    - took prescribed drugs or medicines for the condition[; or
    - had symptoms for which an ordinarily prudent person would have consulted a health care provider for diagnosis, care or Treatment].]
  - [if you have performed the material and substantial duties of your Regular Occupation on a Full-time Basis for at least [5 consecutive days] after your effective date [or for any subsequent increases in your amount of insurance].]
  - [for cost of living, contract, or periodic salary review increases];]
- [your active Participation in a Riot, Rebellion or Insurrection;]
- [your committing or attempting to commit a[n] [assault,] felony, [or other criminal act] [or violation of statute];]
- [Accident or Sickness for which you are entitled to benefits under any Workers' Compensation, Occupational Disease or similar law;]
- [Accident or Sickness sustained while you are doing any act or thing pertaining to any occupation or employment for wage or profit;]
- [your voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless administered on the advice of a Physician and taken as prescribed; ]
- [your operation of any motorized vehicle while under the influence of any illegal substance or medication not prescribed by a Physician, or while Intoxicated;]
- [your voluntary use of a hallucinogen, improper use of an inhalant or huffing;]
- [your engagement in dangerous conduct or hazardous activity where there is a likelihood of death or serious injury].

### **What are the limitations?**

No benefit is payable to you for any Period of Disability or other loss:

- [while you are not under the Continuing Care of a Physician for the Accident or Sickness causing your Disability, unless you have reached your maximum point of recovery and are still Disabled;]
- [for any period during which you would not receive regular pay from your Employer if you were not Disabled. Any period during which benefits are suspended will not count towards the Maximum Benefit Duration;]
- [for any period you do not submit to any medical examination or clinical assessment requested by us;]
- [for any Period of Disability during which you are incarcerated;] or
- [for any period during which you would not receive regular pay from your Employer if you are a [teacher and contracted to work for a full school year].

**[Is a limited benefit payable for a Disability due to Mental Illness?**

If a Period of Disability is caused by, contributed to in any way or resulting from Mental Illness, the benefit will be paid for not more than [24 months] if you are under the Continuing Care of a specialist in psychiatric care. [Benefits will be paid beyond [24 months] if:

- you are confined in a Hospital or institution licensed to provide psychiatric Treatment[; or
- you continue to be Disabled when discharged from a Hospital or institution licensed to provide psychiatric Treatment, then we will continue your benefits for up to [90 days]. If you become reconfined during the [90 day] period and remain confined for at least [14 consecutive days], we will continue your benefit payments during your reconfinement. Upon discharge, you will be eligible for up to an additional [90 days] of benefits if you continue to be Disabled].]

**[Is a limited benefit payable for a Disability due to Drug and Alcohol Illness?**

If a Period of Disability is caused by, contributed to in any way or resulting from Drug and Alcohol Illness, the benefit will be paid for not more than [24 months] if you are actively supervised by a Physician or rehabilitation counselor and are receiving continuing Treatment from a rehabilitation center or a designated institution approved by us. [Benefits will be paid beyond [24 months] if you are confined in a Hospital or institution licensed to provide Drug or Alcohol Treatment.]]

**[Is a limited benefit payable for a Disability due to other conditions?**

If a Period of Disability is caused by, contributed to in any way or resulting from [Chemical and Environmental Illness] [or Chronic Fatigue] [or Musculoskeletal and Connective Tissue Illness], [or Fibromyalgia], the benefit will be paid for not more than [a combined total of] [12 months] [and to 24 months per lifetime]. [Benefits will be paid beyond [12 months] if you are confined in a Hospital or institution.]]

**[Is a limited benefit payable for a Disability if you are living outside the United States [or Canada]?**

If you are residing outside of the United States [or Canada] during a Period of Disability, the benefit will be paid for not more than [12 months]. You will be considered to be residing outside the United States [or Canada] if you have been outside of the United States [or Canada] for a total period of [6 months] or more during any [12 consecutive months] of benefit payments. Benefits after the first [12 months] are payable only if you return to the United States [or Canada] [for 6 consecutive months]. [This Limitation does not apply if your Disability begins while you are Actively at Work or on vacation outside of the United States [or Canada] and you return as soon as you are physically able to do so.]]

**[Is a limited benefit payable for a Disability if you are able to work but have a loss of earnings?**

If you are able to perform all of the material and substantial duties of [Any Occupation] on a Full-time Basis, but you have a loss of at least [20%] in your Total Monthly Earnings, the benefit will be paid for not more than [12 months] from the date you are able to perform all of the material and substantial duties. There must be a demonstrated relationship between this earnings loss and your current Disability. ]

## **[7.] CLAIMS**

### **How is a claim submitted?**

To submit a claim, you or someone on your behalf must send us written notice and Proof of claim within the time limits specified. Your Employer has the notice and Proof of claim forms.

### **NOTICE OF CLAIM**

#### **When does written notice of claim have to be submitted?**

Written notice of claim must be given to us:

- for a disability, no later than [30 days] [before the end of your Elimination Period] or within [30 days] after the termination of the Policy, if earlier; [or
- for any Additional Benefit, as stated in the Additional Benefit provision, or in the absence of a requirement, as soon as reasonably possible.]

If notice cannot be given within the applicable time period, we must be notified as soon as it is reasonably possible.

When we receive written notice of claim, we will send the forms for Proof of claim. If you do not receive the forms within [15 days] after written notice of claim is sent, you may send Proof of claim to us without waiting to receive the Proof of claim forms.

### **PROOF OF CLAIM**

#### **When does written Proof of claim have to be submitted?**

Proof of claim must be given to us:

- for a disability, no later than [90 days] after the end of your Elimination Period; [or
- for any Additional Benefit, as stated in the Additional Benefit provision, or in the absence of a requirement, as soon as reasonably possible.]

If Proof cannot be given within the time limit, Proof must be given as soon as reasonably possible. Proof of claim may not be given later than one year after the time Proof is otherwise required unless you are legally incompetent.

#### **What is considered Proof of claim?**

Proof of claim must consist of at least the following information:

- a description of the loss or disability;
- the date the loss or disability [or expense] occurred;
- the cause of the loss or disability [or expense];
- evidence demonstrating the disability and should include at least Hospital records, Physician records, psychiatric records, x-rays, narrative reports, or lab, toxicology or other diagnostic testing materials as appropriate for the disabling condition;
- [police reports and/or incidence reports from your Employer];
- [payroll records from your Employer];
- [copies of your W-2s];
- [copies of your prior year(s) federal and state income tax returns including all schedules;]
- [copies of your 1099-MISC form;]
- [copies of your Schedule K-1;] [and
- copies of your wage or earnings statements].

We may require as part of the Proof, authorizations to obtain medical and non-medical information.

Proof of your continued Disability and regular and Continuing Care must be given to us within [30 days] of the request for Proof.

Proof must be satisfactory to us.

## **PAYMENT OF BENEFITS**

### **When are benefits payable?**

Benefits are payable within [30 days] of the date we receive Proof of the claim.

Benefits are based on the coverage that is in force on the date you are Disabled [or the expense was incurred]. [Any change to the Policy will not affect a payable claim that occurs prior to the change.]

### **When will a decision on your claim be made?**

We will send you a written notice of decision on your claim within a reasonable time after we receive the claim but not later than [45 days] after receipt of the claim. If we cannot make a decision within [45 days] after receiving your claim, we will request a [30 day] extension as permitted by U.S. Department of Labor regulations. If we cannot render a decision within the extension period, we will request an additional [30 day] extension. Any request for extension will specifically explain:

- the standards on which entitlement to benefits is based;
- the unresolved issues that prevent a decision on the claim; and
- the additional information needed to resolve those issues.

If a period of time is extended because you failed to provide necessary information, the period for making the benefit determination is tolled from the date we send notice of the extension to you until the date on which you respond to the request for additional information. You will have [45 days] to provide the specified information.

### **What if your claim is denied?**

If we deny all or any part of your claim, you will receive a written notice of denial stating:

- the specific reason(s) for the denial;
- the specific Policy provision(s) on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
- a description of any additional material or information needed to prove entitlement to benefits and an explanation of why such material or information is necessary;
- a description of the appeal procedures and time limits;
- [your right to bring a civil action under ERISA, §502(a) following an adverse determination on review;]
- the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request; and
- the identity of any medical or vocational experts whose advice was obtained in connection with the claim, regardless of whether the advice was relied upon to deny the claim.

### **Can you request a review of a claim denial?**

If all or part of your claim is denied, you may request in writing a review of the denial within [180 days] after receiving notice of denial.

You may submit written comments, documents, records or other information relating to your claim for benefits, and may request free of charge copies of all documents, records, and other information relevant to your claim for benefits.

We will review the claim on receipt of the written request for review, and will notify you of our decision within a reasonable time but not later than [45 days] after the request has been received. If an extension of time is required to process the claim, we will notify you in writing of the special circumstances requiring the extension and the date by which we expect to make a determination on review. The extension cannot exceed a period of [45 days] from the end of the initial period.

If a period of time is extended because you failed to provide information necessary to decide your claim, the period for making the decision on review is tolled from the date we send notice of the extension to you until the date on which you respond to the request for additional information. You will have at least [45 days] to provide the specified information.

#### **What if your claim is denied on review?**

If we deny all or any part of your claim on review, you will receive a written notice of denial stating:

- the specific reasons for the denial;
- the specific Policy provisions on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
- [your right to bring a civil action under ERISA, §502(a);]
- the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request;
- the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State Insurance regulatory agency."; and
- the identity of any medical or vocational experts whose advice was obtained in connection with the appeal, regardless of whether the advice was relied upon to deny the appeal.

#### **To whom are benefits payable?**

[Survivor Benefits are payable to your Eligible Survivor as defined in the Benefit Provisions section of the Certificate.] [All other] benefits payable during your lifetime are payable to you except in the following situations:

- you are a minor. In such case, claim may be made by your duly appointed guardian, conservator or committee and we will pay to such person or persons;
- due to physical or mental incapacity, you cannot, in our judgment, give us a valid receipt for payments. In such case, claim may be made as described above; or
- you die before we pay you. In such case, claim may be made by your executor or the administrator of your estate and we will pay benefits as defined in the Benefit Provisions section of the Certificate.

If we do not pay you and claim is not made by the appropriate person designated above, we may, at our option, make payments under either or both Methods A or B below. Any decision to pay any benefits, prior to the appointment of the appropriate person designated (as shown above), is solely at our discretion, and we may choose to pay no amounts under any circumstances until such appropriate person is formally appointed.

Method A: We may pay up to the sum of [\$5,000] to any individual or entity we determine has incurred or paid expenses as a result of funeral services provided to or on your behalf. If we pay such a benefit, we will not have to pay that benefit amount again and the total benefit due under the Policy shall be reduced by the amount paid under this provision.

Method B: We may pay the whole or any part of such benefit:

- to your Spouse, up to a cumulative amount of [\$5,000]; or
- if you have no Spouse, up to a cumulative amount of [\$5,000] to any one or more of the following relatives in the following order of priority:
  - first, your child or children;
  - then, your mother or father.

## **[8.] INSURANCE CONTINUATION**

### **Are there any conditions under which your insurance can continue?**

If you are absent due to Accident or Sickness, your insurance will be continued during:

- the Elimination Period[; and
- any period the premium is being waived under the Policy].

[While the Policy is in force and subject to the conditions stated in the Policy, your Employer may, by paying the required premium to us, continue your insurance for any of the following reasons and durations:

- [layoff – for up to [3 months];]
- [[sabbatical] leave of absence – for up to [6 months];]
- [absence due to Accident or Sickness – for up to [6 months];]
- [jury duty – for up to [1 month];]
- [Vacation – for up to [3 months];] [or
- bereavement leave – for up to [2 months]].

You should contact your Employer for more details.]

[While the Policy is in force, you may be eligible to continue your insurance pursuant to the Family and Medical Leave Act of 1993, as amended [or continue coverage pursuant to a state required continuation period (if any)]. You should contact your Employer for more details.]

[While the Policy is in force, you may be eligible to continue your insurance coverage pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended. You should contact your Employer for more details.]

[While the Policy is in force, you may be eligible for a Portability Privilege. Refer to the Portability Privilege provision section. You need to apply for portability and pay the required premium within 31 days following your termination of insurance.]

[While the Policy is in force, you may be eligible for a Conversion Privilege. Refer to the Conversion Privilege provision in the Benefit Provisions section. You need to apply for the conversion and pay the required premium within 31 days following your termination of insurance.]]

## **[9]. [PORTABILITY**

### **What is the Portability Privilege?**

If your coverage ceases due to termination of your employment, you may apply to continue coverage for up to [12 months] under a portable plan. Portability insurance will be provided under an insurance policy we make available for this purpose. Your new portability insurance may not be identical to your current insurance under the Policy.

### **When are you eligible for Portability?**

You are eligible for portable coverage if all of the following requirements are met:

- [you were insured under the Policy on the day prior to your termination of employment [and for at least the previous [12 consecutive months] [including coverage under the Prior Policy];]
- your insurance ends because you [voluntarily] terminate employment [for reasons other than leave of absence, labor strike, retirement, Accident or Sickness;]
- [the Policy is still in force;]
- you are under age [65] at the time employment terminates;
- you are not Disabled on the date your employment ends;
- [you are not on military leave;]
- [the hours you work for your Employer have not been reduced;]
- [you are a citizen or legal resident of the United States or Canada; ]
- [you are residing in the United States [or Canada] on the date your coverage ends; ]
- [you have not converted your coverage under any Conversion Privilege of the Policy;] [or
- you are not insured under any other [employer-paid] [individual,] group or employer-sponsored disability income plan].

### **When must you apply for portability insurance?**

You must complete an application for portable insurance and send it to us with payment of the first premium within [31 days] of the date your insurance under the Policy terminates. The application and premium rates for portable insurance are available from your Employer.

### **What is the amount of portable insurance?**

You may apply for portable coverage up to the amount of coverage you had in force on the date your insurance under the Policy ends. Your Elimination Period, benefit and the Maximum Benefit will remain the same as you had under the Policy. [However, you may elect a lower Maximum Benefit.] [However, the Maximum Benefit will not be more than [\$10,000].] The Maximum Benefit Duration under the portable plan is [12 months]. [Any additional benefits described in Section 5 will not be available under the portability insurance.]

### **When does your portable insurance start?**

After your insurance under the Policy terminates, your portable insurance will start on later of the following:

- the date we approve your application for portable insurance; or
- the date we receive your first premium payment for portable insurance.]



## **[[10.] CONTINUITY OF COVERAGE**

### **What happens if your Employer replaces other insurance with the Policy?**

If your Employer replaces insurance provided by the Prior Policy with the insurance provided by the Policy, Continuity of Coverage benefits as stated in this section may be available to you. These benefits will be available as long as the insurance and level of benefits under the Prior Policy were substantially similar to the insurance provided by the Policy.

### **What if you are not Actively at Work when your Employer replaces the Prior Policy with the Policy?**

You will be covered under the Policy if you are not Actively at Work on [the Policy Effective Date] and:

- you were insured under the Prior Policy on the day before [the Policy Effective Date];
- you are a member of an Eligible Class;
- premiums for you are paid up to date; and
- you are not receiving or eligible to receive benefits under the Prior Policy.

If you become Disabled and were never Actively at Work while covered under the Policy, any benefit payable will be the lesser of:

- the [monthly] benefit payable under the Policy; or
- the [monthly] benefit payable under the Prior Policy had it remained in force.

### **[What happens if you were Disabled under the Prior Policy and become Disabled again?**

If after receiving a disability income benefit under the Prior Policy, and prior to the effective date of the Policy:

- you are Actively at Work on an uninterrupted Full-time Basis for less than [6 months]; and
- you become Disabled due to a [Concurrent Condition or] Recurrent Condition; and
- benefits would have been payable for those disabilities under the Prior Policy without having to satisfy a new Elimination Period if the Prior Policy had remained in force; and
- you do not qualify for disability income benefits for those disabilities under the Prior Policy;

then you will not be required to satisfy a new Elimination Period under the Policy. Any benefit payable will be the lesser of:

- the benefit payable under the Policy, reduced by any benefit payable under the Prior Policy; or
- the benefit that would have been payable under the Prior Policy had it remained in force, less any benefit payable under the Prior Policy.]

### **[Does the Eligibility Waiting Period apply when your Employer replaces the Prior Policy with the Policy?**

[We will apply any period of time satisfied under the Prior Policy to meet the requirements of the Eligibility Waiting Period toward the satisfaction of the period of time required by the Policy's Eligibility Waiting Period.]]

### **[What if you had a Pre-existing Condition prior to your coverage under the Policy?**

You will be given credit under any Pre-existing Condition exclusion under the Policy for the time you were insured under the Prior Policy, [a previous individual policy or a group, blanket or employer disability plan, if your previous coverage was continuous to a date not more than [60 days] prior to your effective date of insurance under the Policy.] The credit will apply to the extent that the previous coverage or level of benefits was substantially similar to level of benefits under the Policy.]

### **[Are Disabilities due to a Pre-existing Condition covered?**

Benefits may be payable if, on or after [the Policy Effective Date], you become Disabled due to a Pre-Existing Condition provided you were:

- insured under the Prior Policy on the day before [the Policy Effective Date]; and
- Actively at Work and insured under the Policy on [the Policy Effective Date].

Any benefit payable will be determined as follows:

- if you have satisfied the Pre-Existing Condition requirement, the benefit will be based on the Policy's benefit provision.
- if you cannot satisfy the Pre-Existing Condition requirement, the Prior Policy's pre-existing condition provision will be applied and
  - if you would have satisfied the Prior Plan's pre-existing condition requirement, considering time insured under both policies, any benefit payable will be the lesser of:
    - the benefit payable under the Policy; or
    - the benefit payable under the Prior Policy had it remained in force.
  - if you cannot satisfy the Pre-Existing Condition requirement or if the pre-existing condition requirement under the Prior Policy would apply, no benefit will be paid.

[If you were insured under a prior disability income policy provided by us up to a date not more than [30 days] prior to your effective date of coverage under the Policy, a benefit will be payable if you had satisfied the pre-existing condition requirement under the prior policy provided by us or would satisfy the Pre-existing Condition provision under the Policy, giving consideration for continuous time insured under both policies.

Any benefit payable will be the lesser of:

- the benefit payable under the Policy; or
- the benefit payable under the prior policy provided by us, had you remained insured under that policy.]]

## **[11]. GENERAL PROVISIONS**

### **ALTERATION**

#### **Who can alter the Policy?**

The only persons with the authority to alter or modify the Policy or to waive any of its provisions are our president, actuary, secretary or one of our vice presidents and any such changes must be in writing.

### **[ASSIGNMENT]**

#### **Can benefits be assigned?**

You cannot assign any interest in the Policy unless we agree in writing to such an assignment. We have the right to determine the extent to which any assignment will be honored and the priority of such assignment. We do not assume any responsibility for the validity or sufficiency of any assignment. Any payments made under such assignment after consented to by us will discharge our liabilities under the Policy, to the extent of such payments.]

### **CLERICAL ERROR**

#### **What happens when there is a clerical error in the administration of the Policy?**

Clerical errors in connection with the Policy or delays in keeping records for the Policy whether by us [, the Policyholder,] or the [Employer]:

- will not terminate insurance that would otherwise have been effective.
- will not continue insurance that would otherwise have ceased or should not have been in effect.

If appropriate, a fair adjustment of premium will be made to correct the error, subject to the "Limit of Premium Refunds" section.

This provision does not apply to benefit administration errors by the Policyholder [or the Employer] which result in an employee:

- not enrolling for insurance within required time limits;
- failing to request increased amounts of insurance within required time limits;
- failing to provide any required Evidence of Insurability; or
- [failing to exercise any available continuation, conversion, or portability options].

### **CONFORMITY WITH STATUTES**

#### **What is the effect of Conformity with Statutes?**

If any provision of the Policy conflicts with any applicable law, the provisions of the Policy will be automatically amended to meet the minimum requirements of the law and to reflect updated statutory references.

### **DISCHARGE OF OUR RESPONSIBILITY**

#### **What is the effect of payments under the Policy?**

Payment made under the terms of the Policy will, to the extent of such payment, release us from all further obligations under the Policy. We will not be obligated to see to the application of such payment.

## **EXAMINATION**

### **What are our examination rights?**

We, at our own expense, have the right to have any person, whose Disability is the basis of a claim:

- examined by a Physician, other health professional or vocational expert of our choice; and/or
- interviewed by an authorized representative.

This right may be used as often as reasonably required.

## **INCONTESTABILITY**

### **What is the Incontestability provision?**

Except for non-payment of premium, fraud or any claims incurred within two years of the effective date of your insurance but submitted more than two years after the effective date of your insurance, we cannot contest the validity of any statement made by you relating to Evidence of Insurability for an initial, increased, [reinstated] or additional amount of insurance after such initial, increased, [reinstated] or additional amount of insurance has been in force for a period of two years during your lifetime. The statement must be contained in a form signed by you.

This provision shall not preclude the assertion at any time of a defense to a claim based upon your eligibility for insurance.

## **[INSURER'S AUTHORITY**

### **What is our authority?**

We have discretionary authority to make all final determinations regarding claims for benefits. This discretionary authority includes, but is not limited to, the determination of eligibility for benefits, based upon enrollment information provided by the Policyholder [or Employer], and the amount of any benefits due, and to construe the terms of the Policy.

Any decision made by us in the exercise of this authority, including review of denials of benefit, is conclusive and binding on all parties. Any court reviewing our determinations shall uphold such determination unless the claimant proves that our determinations are arbitrary and capricious.]

## **LEGAL PROCEEDINGS**

### **What are the time limits for legal proceedings?**

No legal action may start:

- until [60 days] after Proof of claim has been given; nor
- more than [3 years] after the time Proof of claim is required.

## **LIMIT OF PREMIUM REFUNDS**

### **Is there a limit on premium refunds?**

Whether premiums were paid in error or otherwise, we will refund only that part of the excess premium that was paid during the [12-month] period that preceded the date we learned of such overpayment.

## **MISSTATEMENT OF FACTS**

### **What happens if there is a misstatement of facts in the administration of the Policy?**

If relevant facts about the [Employer] or [Employee] relating to this insurance are not accurate:

- a fair adjustment of premium will be made, subject to the "Limit of Premium Refunds" section; and
- the true facts will decide whether, and in what amount, and for what duration insurance is valid under the Policy.

## **NON-PARTICIPATING**

### **Does the Policy participate in dividends?**

The Policy is non-participating and will not share in any profits or surplus earnings of Sun Life Assurance Company of Canada, and, therefore, no dividends are payable.

## **NOTICE**

### **How are required notices provided?**

Any obligation we may have to give written notice will be satisfied by sending such notice to the last known address of the person or institution entitled to such notice.

## **PREMIUM PAYMENTS AS EVIDENCE OF INSURANCE**

### **Does the payment of premiums guarantee coverage under the Policy?**

The receipt of premiums by us is not a guarantee of insurance. Eligibility for benefits will be determined at the time of claim submission and all Policy requirements must be satisfied.

## **REIMBURSEMENT**

### **What if a benefit is underpaid or overpaid?**

Reimbursement will be made to us for any overpayments that we may make due to any reason. You must repay us within [60 days] unless we agree to a longer time period. Deductions may be made from future benefit payments to recover any such overpayments.

If we have underpaid a benefit for any reason, we will make a lump sum payment for that amount.

Interest does not accrue on any underpaid or overpaid benefit unless required under the applicable law.

## **STATEMENTS**

### **Are statements warranties?**

In the absence of fraud, all statements made in any application are considered representations and not warranties. No representation by you in enrolling for insurance under the Policy will be used to reduce or deny a claim unless a copy of your written application for insurance is or has been given to you [or to your Eligible Survivors, if any,] or your estate representative.

# **SUN LIFE ASSURANCE COMPANY OF CANADA**

**Group Disability Income Insurance Certificate**



<b>State:</b>	Arkansas	<b>Filing Company:</b>	Sun Life Assurance Company of Canada
<b>TOI/Sub-TOI:</b>	H11G Group Health - Disability Income/H11G.005 Combined Short Term and Long Term		
<b>Product Name:</b>	Group Disability Income		
<b>Project Name/Number:</b>	Customized DI -2012/		

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	08/09/2012
Comments:			
Attachment(s):			
Readability Cert SLOC.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application	Approved-Closed	08/09/2012
Comments:	We will be using a previous approved application form XGR/2812, Application for Group Insurance approved on 9/11/2009.		

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability	Approved-Closed	08/09/2012
Comments:			
Attachment(s):			
AR Statement of Variability SLOC.pdf			

## CERTIFICATE OF COMPLIANCE

This is to certify that the text of the submitted forms has achieved a Flesch reading ease score that meets your department's requirements.

<u>Form</u>	<u>Flesch Score</u>
12-DI-C-01	50.5

**SUN LIFE ASSURANCE COMPANY OF CANADA**



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Thomas Miele  
Assistant Vice President, State Filing



# Sun Life Assurance Company of Canada

## Statement of Variability

**Form #: 12-DI-C-01**

**Revision Date: August 2, 2012**

**Variability denoted by bracketing**

Field	Scope of Variation
<b>COVER PAGE</b>	
Executive Office	Executive Office address, telephone and internet address reflects current information but may be changed to reflect new address, telephone or internet address.
insuring certain Employees of the Employer shown below	Text may appear when Employer is identified separately from Policyholder such as when the policy is issued to a trustee group or to Policyholders with a different plan design for subsidiaries.
Policy Number	Hypothetical - John Doe specimen information.
Policy Effective Date	Employers Effective Date may appear when Employer is identified separately from Policyholder such as when the policy is issued to a trustee group or to Policyholders with a different plan design for subsidiaries. Otherwise, Policy Effective Date will be used. The text may also show the actual Employer or Policy Effective Date.
Policyholder	Hypothetical - John Doe specimen information.
Employer	Hypothetical - John Doe specimen information. Employer may appear when an Employer is identified separately from Policyholder.
Issue State	Hypothetical - John Doe specimen information.
Amendment Effective Date	Amendment Effective Date will appear and reflect actual effective date if amendment to certificate has been issued.
Company Officers	In the event the signature or title of an officer signing the form changes, any new signature or title utilized will be that of an officer of the company.
Corporate logo	Will vary to reflect future change.
<b>TABLE OF CONTENTS</b>	
Table of Contents	Section may be replaced with Page. Text and Section/Page numbers will change to reflect the actual coverage elected and may or may not include: <ul style="list-style-type: none"> <li>• Additional Benefits</li> <li>• Portability</li> <li>• Continuity of Coverage</li> </ul>
<b>1. BENEFIT HIGHLIGHTS</b>	
Classification	Classification may or may not appear, and if it appears, will reflect Policyholder's naming convention.
Eligible Classes	Eligible Classes description will vary to reflect Policyholder's or Employer's description of classes eligible for benefits that are based on conditions pertaining to employment or membership.

Field	Scope of Variation
Minimum Hours	Unless an Eligible Class is based solely on membership, Minimum Hours will be 1 hour or more and will be based on conditions pertaining to employment such as full-time or part-time employment, status as 1099 employees, or other conditions pertaining to employment or membership. "Per week" may be changed to "per day", "bi-weekly", "semi-monthly", "monthly", "quarterly", "semi-annually", "annually" or other appropriate period of time as appropriate for the Policyholder.
Eligibility Waiting Period	Eligibility Waiting Period varies from 0 days to 365 days; may be reflected as "first of the month following completion of" or another method as appropriate for Employer's waiting period.
If you enrolled for this option	Text may appear if more than one option is available.
Option	Option may appear if Benefit Highlights identifies more than one benefit option.
Benefit	<p>Benefit may be: available in any specific dollar increments; reflected as any percentage of weekly, bi-weekly, semi-monthly, monthly, or annual earnings, or in any other frequency mode as provided under the prior plan we are replacing; subject to any minimum benefit amount; subject to any maximum benefit amount; rounded to the next higher, lower or nearest flat dollar amount; tiered based on length of disability period, or reflected in a combination of these ways as offered by policyholder. Benefit may include a secondary benefit percentage (called Integrated Benefit Percentage). Description may or may not reflect Indexed Earnings. Benefits payment frequency may be paid once each month, once each week or in any other frequency per employer's plan design. Specifically within Benefit description:</p> <ul style="list-style-type: none"> <li>• Percentage of Total Earnings varies from 40% to 100%</li> <li>• Increments may be reflected in \$10, \$25, \$50, \$100, \$250, \$500 or \$1,000 increments</li> <li>• Benefits may be rounded to the next higher, next lower or nearest \$1 - \$100 when a benefit is a percentage of earnings.</li> <li>• Benefits may be tiered based on length of disability and varies from 2 to 60 months.</li> </ul>
Maximum Benefit	Maximum Benefit may appear and may be stated as a flat dollar amount from \$100 to \$100,000. Maximum Benefit may be expressed as "per week" or "per month" or another appropriate time period per employer and plan design.
Minimum Benefit	<p>Minimum Benefit may be removed or may appear and can be expressed as:</p> <ul style="list-style-type: none"> <li>• any dollar amount equal to or greater than \$50.</li> <li>• any percentage of benefit amount equal to or greater than 2%</li> <li>• any combination of the lesser of or greater of a specified dollar amount or percentage of benefit amount (e.g. the greater of \$50 or 10% of benefit amount)</li> </ul>
Guaranteed Issue Amount	Guaranteed Issue Amount may appear if plan has a specified guaranteed issue limit. May apply at initial enrollment or subsequent enrollment or increases. Dollar amount may be any amount equal to or greater than \$50. Dollar amount may be replaced with multiple of Earnings, increment or option level. May provide the greater of the Guaranteed Issue Amount of current plan or prior plan as of a specific date when replacing previous plan of employer. Definition may be reflected as class specific.
Elimination Period	Accident Elimination Period ranges from 0 days to 730 days. Sickness Elimination Period ranges from 0 days to 730 days. Elimination Period may be the greater of days shown or accumulated sick leave.

Field	Scope of Variation																																																																																				
Maximum Benefit Duration	<p>Maximum Benefit Duration will be one of the most commonly sold duration schedules shown below or may be another schedule as agreed upon between us and the policyholder; may be the same duration for both accident and sickness or may have different durations:</p> <p><b>Schedule 1</b></p> <table> <tr> <th><u>Age at Disability</u></th><th><u>Maximum Benefit Duration</u></th></tr> <tr> <td>Less than age 60</td><td>To age 65, but not less than 60 months</td></tr> <tr> <td>60</td><td>60 months</td></tr> <tr> <td>61</td><td>48 months</td></tr> <tr> <td>62</td><td>42 months</td></tr> <tr> <td>63</td><td>36 months</td></tr> <tr> <td>64</td><td>30 months</td></tr> <tr> <td>65</td><td>24 months</td></tr> <tr> <td>66</td><td>21 months</td></tr> <tr> <td>67</td><td>18 months</td></tr> <tr> <td>68</td><td>15 months</td></tr> <tr> <td>69 and over</td><td>12 months</td></tr> </table> <p><b>Schedule 2</b></p> <table> <tr> <th><u>Age at Disability</u></th><th><u>Maximum Benefit Duration</u></th></tr> <tr> <td>Less than age 60</td><td>To age 65, but not less than 5 years</td></tr> <tr> <td>60-64</td><td>5 years, but not beyond the attainment of age 70</td></tr> <tr> <td>65 or over</td><td>1 year or to age 70, whichever is later</td></tr> </table> <p><b>Schedule 3</b></p> <p>Your Maximum Benefit Duration is the period shown below or your Normal Retirement Age under the 1983 amendments to the Federal Social Security Act, whichever is longer.</p> <table> <tr> <th><u>Age at Disability</u></th><th><u>Maximum Benefit Duration</u></th></tr> <tr> <td>Less than age 60</td><td>To age 65, but not less than 60 months</td></tr> <tr> <td>60</td><td>60 months</td></tr> <tr> <td>61</td><td>48 months</td></tr> <tr> <td>62</td><td>42 months</td></tr> <tr> <td>63</td><td>36 months</td></tr> <tr> <td>64</td><td>30 months</td></tr> <tr> <td>65</td><td>24 months</td></tr> <tr> <td>66</td><td>21 months</td></tr> <tr> <td>67</td><td>18 months</td></tr> <tr> <td>68</td><td>15 months</td></tr> <tr> <td>69 and over</td><td>12 months</td></tr> </table> <table> <tr> <th><u>Year of Birth</u></th><th><u>Normal Retirement Age</u></th></tr> <tr> <td>Before 1938</td><td>Age 65</td></tr> <tr> <td>1938</td><td>Age 65 and 2 months</td></tr> <tr> <td>1939</td><td>Age 65 and 4 months</td></tr> <tr> <td>1940</td><td>Age 65 and 6 months</td></tr> <tr> <td>1941</td><td>Age 65 and 8 months</td></tr> <tr> <td>1942</td><td>Age 65 and 10 months</td></tr> <tr> <td>1943 through 1954</td><td>Age 66</td></tr> <tr> <td>1955</td><td>Age 66 and 2 months</td></tr> <tr> <td>1956</td><td>Age 66 and 4 months</td></tr> <tr> <td>1957</td><td>Age 66 and 6 months</td></tr> <tr> <td>1958</td><td>Age 66 and 8 months</td></tr> <tr> <td>1959</td><td>Age 66 and 10 months</td></tr> <tr> <td>After 1959</td><td>Age 67</td></tr> </table>	<u>Age at Disability</u>	<u>Maximum Benefit Duration</u>	Less than age 60	To age 65, but not less than 60 months	60	60 months	61	48 months	62	42 months	63	36 months	64	30 months	65	24 months	66	21 months	67	18 months	68	15 months	69 and over	12 months	<u>Age at Disability</u>	<u>Maximum Benefit Duration</u>	Less than age 60	To age 65, but not less than 5 years	60-64	5 years, but not beyond the attainment of age 70	65 or over	1 year or to age 70, whichever is later	<u>Age at Disability</u>	<u>Maximum Benefit Duration</u>	Less than age 60	To age 65, but not less than 60 months	60	60 months	61	48 months	62	42 months	63	36 months	64	30 months	65	24 months	66	21 months	67	18 months	68	15 months	69 and over	12 months	<u>Year of Birth</u>	<u>Normal Retirement Age</u>	Before 1938	Age 65	1938	Age 65 and 2 months	1939	Age 65 and 4 months	1940	Age 65 and 6 months	1941	Age 65 and 8 months	1942	Age 65 and 10 months	1943 through 1954	Age 66	1955	Age 66 and 2 months	1956	Age 66 and 4 months	1957	Age 66 and 6 months	1958	Age 66 and 8 months	1959	Age 66 and 10 months	After 1959	Age 67
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Maximum Benefit Duration (continued)	<p><b>Schedule 4</b></p> <table> <tr> <th><u>Age at Disability</u></th><th><u>Maximum Benefit Duration</u></th></tr> <tr> <td>Less than age 61</td><td>60 months</td></tr> <tr> <td>61</td><td>54 months</td></tr> <tr> <td>62</td><td>48 months</td></tr> <tr> <td>63</td><td>42 months</td></tr> <tr> <td>64</td><td>36 months</td></tr> <tr> <td>65</td><td>30 months</td></tr> <tr> <td>66</td><td>27 months</td></tr> <tr> <td>67</td><td>24 months</td></tr> <tr> <td>68</td><td>21 months</td></tr> <tr> <td>69 and over</td><td>18 months</td></tr> </table> <p><b>Schedule 5</b></p> <table> <tr> <th><u>Age at Disability</u></th><th><u>Maximum Benefit Duration</u></th></tr> <tr> <td>Less than age 64</td><td>36 months</td></tr> <tr> <td>64</td><td>30 months</td></tr> <tr> <td>65</td><td>24 months</td></tr> <tr> <td>66</td><td>21 months</td></tr> <tr> <td>67</td><td>18 months</td></tr> <tr> <td>68</td><td>15 months</td></tr> <tr> <td>69 and over</td><td>12 months</td></tr> </table> <p><b>Schedule 6</b></p> <table> <tr> <th><u>Age at Disability</u></th><th><u>Maximum Benefit Duration</u></th></tr> <tr> <td>Less than age 66</td><td>24 months</td></tr> <tr> <td>66</td><td>21 months</td></tr> <tr> <td>67</td><td>18 months</td></tr> <tr> <td>68</td><td>15 months</td></tr> <tr> <td>69 and over</td><td>12 months</td></tr> </table> <p><b>Schedule 7</b></p> <p><u><b>Maximum Benefit Duration</b></u></p> <p>Regardless of age at disability, Maximum Benefit Duration can vary anywhere between:</p> <ul style="list-style-type: none"> <li>• 1 week to 104 weeks</li> <li>• 1 year to 10 years</li> <li>• 12 months to 60 months</li> </ul> <p>Maximum Benefit Duration may be any other duration as requested by the policyholder or employer and approved by us.</p>	<u>Age at Disability</u>	<u>Maximum Benefit Duration</u>	Less than age 61	60 months	61	54 months	62	48 months	63	42 months	64	36 months	65	30 months	66	27 months	67	24 months	68	21 months	69 and over	18 months	<u>Age at Disability</u>	<u>Maximum Benefit Duration</u>	Less than age 64	36 months	64	30 months	65	24 months	66	21 months	67	18 months	68	15 months	69 and over	12 months	<u>Age at Disability</u>	<u>Maximum Benefit Duration</u>	Less than age 66	24 months	66	21 months	67	18 months	68	15 months	69 and over	12 months
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Gainful Occupation Percentage	Gainful Occupation Percentage will not appear if definition of disability is employee's own occupation for the duration. Gainful Occupation will appear if definition of disability changes from employee's own occupation to any occupation after a certain amount of time, or is any occupation for the duration. Gainful Occupation Percentage varies from 10% to 99%. May reflect indexing.																																																		
Pre-existing Condition Limited Benefit	Pre-existing Condition Limitation may appear and will be according to the policyholder's plan design. Benefit percentage varies from 20% to 80%; dollar amount value ranges from \$50 - \$10,000; Benefit duration for a pre-existing condition ranges from 6 months to 60 months. May reflect that no benefits will be paid until the pre-existing condition limitation period ends.																																																		

Field	Scope of Variation
Contributions	<p>Contribution text may be replaced with one of the following. May also state more than one of following depending on plan design. For example, cost may be paid entirely by employer for “core” coverage while cost for “buy-up” is paid entirely by employees.</p> <ul style="list-style-type: none"> <li>• The cost of your insurance is paid entirely by your Employer.</li> <li>• The cost of your insurance is shared by both you and your Employer.</li> </ul> <p>“Employer” may be changed to “Policyholder” or “Union”.</p>
Additional Benefits	<p>Additional benefits will be listed if any are included in plan and may include any combination of the following:</p> <ul style="list-style-type: none"> <li>• Accidental Dismemberment/Loss of Sight</li> <li>• Assisted Living Benefit</li> <li>• COBRA Continuance Premium Benefit</li> <li>• Extended Earnings Protection Benefit</li> <li>• Family Care Credit Benefit</li> <li>• Infectious &amp; Contagious Disease Benefit</li> <li>• Pension Contribution Benefit</li> <li>• Reasonable Accommodation Benefit</li> <li>• Relocation Expense Benefit</li> <li>• Student Loan Repayment Benefit</li> <li>• Waiver of Premium Benefit</li> <li>• Advanced Survivor Benefit</li> <li>• Business Protection Benefit</li> <li>• Dep Child Continuing Education Benefit</li> <li>• Family Care Benefit</li> <li>• First Day Hospital Benefit</li> <li>• Outpatient Surgical Procedure Benefit</li> <li>• Progressive Illness Benefit</li> <li>• Rehabilitation Services Benefit</li> <li>• Retro Disability Benefit</li> <li>• Survivor Benefit</li> </ul>
<b>2. DEFINITIONS</b>	
Accident	<p>Text “3 calendar days” may vary from 2 to 30 days and may be reflected as hours or days (per rolling 24 hour or period as opposed to “calendar”). Last sentence may be removed entirely if the Elimination Period for an Accident and a Sickness is the same, or to accommodate employer’s plan design or at underwriter discretion.</p>
Accidental Bodily Injury	<p>Definition will appear if the Accidental Dismemberment / Loss of Sight Benefit is included in the plan.</p>
Actively at Work	<p>Actively at Work description will vary according to employer’s plan. Actively at work reference may be stated as day, week, or other appropriate period of time per employer. Definition may be reflected as class specific. A typical worksite location or work at home language may be included per employer choice. Non-scheduled work day coverage (e.g. vacation or holiday) is included at employer’s option. “In-session”, “out-of-session” or “school recess” language may be included and is variable per policyholder design and may be included for employer’s that typically have such in-session and out-of-session periods, such as educational institutions. The definition may include union members, directors or any other employees the employer wishes to cover and to which we agree to cover. Employer may be replaced with Policyholder. May also include “You will be considered Actively at Work on any day that you are able to perform the regular duties of your job but are not working solely because your Employer’s schedule does not require you to be working.” Definition may vary to accommodate employer plan design.</p> <p>Most common alternate definition includes:</p> <p><b>FOR SCHOOLS</b></p> <p>If [your Employer] is not in session, Actively at Work mean you are or could be working for the [Employer] for earnings that are paid regularly and you are or could be able to perform the material and substantial duties of your Regular Occupation.</p> <p>Note: “Your Employer” in the above paragraph may be replaced with “your Policyholder” or “your Institution”.</p>

Field	Scope of Variation
Activities of Daily Living	Definition will appear if the Assisted Living Benefit is included in the plan.
Advanced Professional Degree Program	Definition will appear if the Student Loan Repayment Benefit is included in the plan.
Any Occupation	Any Occupation definition included if definition of disability includes the ability or inability to perform any occupation. Definition may be reflected as class specific.
Chemical and Environmental Illness	Chemical and Environmental Illness definition appears if disability resulting from such illness is excluded or limited.
Chronic Fatigue Illness	Chronic Fatigue Illness definition appears if disability resulting from such illness is excluded or limited.
Cognitively Impaired	Definition will appear if the Assisted Living Benefit is included in the plan.
Concurrent Condition	Concurrent Condition definition may appear when replacing a prior plan.
Day Care Center	Definition will appear if the Family Care Benefit and/or Family Care Credit Benefit is included in the plan. "Or adults" will be included when Family Care Benefit extends to adults. "Family Member's" may be replaced with Child.
Deductible Sources of Income	Deductible Sources of Income items are variable to the extent that bracketed items may or may not appear and in any combination. If there are no deductible sources of income, then the statement at the end of the definition reading "The Policy has no Deductible Sources of Income" will appear. Where bracketed 100% may vary from 60% to 100%. The phrase "For the first 12 months" may be replaced with "After the first 12 months". Where bracketed 12 months may vary from 1 month to 60 months.
Dependent	May be removed if plan does not offset benefit with Dependent Other Income benefits.
Dependent Children	Dependent Children definition may not appear if there are no references to the term Dependent or Dependent Children throughout the certificate. Child for whom you have legal guardianship or foster child may be removed. Support requirement may be removed.
Dependent Family Member	Definition will appear if the Family Care Benefit and/or Family Care Credit Benefit is included in the plan. The second bulleted item may be removed entirely or may be any combination of the relatives shown. The percentage of support required may vary from 25% to total support or be removed entirely.
Disability/Disabled	Disability/Disabled definition may include reference to Partial Disability if included in the plan.
Disability Earnings	Disability Earnings definition is included if the plan includes a Partial Disability Benefit, a Rehabilitation Program Benefit, the Business Protection Benefit, and/or the Infectious and Contagious Disease Benefit. References to Rehabilitation Program and/or income received prior to becoming disabled within Disability Earnings definition will appear if elected. Definition may be reflected as class specific.
Divorce	Divorce definition included if optional Family Status Change language is included.
Drug and Alcohol Illness	Drug and Alcohol Illness is included if the policy contains a limitation or exclusion for drug and alcohol illnesses.
Eligibility Waiting Period	Eligibility Waiting Period is included if the employer's plan design requires a waiting period. Definition may be reflected as class specific. Definition may or may not include credit for time served in another class or prior plan. Reference to full-time may be removed.

Field	Scope of Variation
Eligible Survivor	Eligible Survivor definition is included if Survivor Benefit and/or Advanced Survivor Benefit is elected and included in plan. Eligible survivor child age can be removed or changed.
Elimination Period	<p>Elimination Period – “Total” may be removed or changed to “Total and Partial”. The return to work period / trial workdays varies from 1 – 180 days or may also be expressed as ½ the Elimination Period. Same or related sickness or accident paragraph is optional plan feature and trial work days may or may not be counted toward satisfying the Elimination Period. The period of time within which the Elimination Period must be satisfied varies from 1-24 months. Elimination Period may be subject to exhaustion of accumulated sick leave or similar time off. Elimination Period may vary to accommodate employer plan design.</p> <p>Elimination Period may include the following extension language:</p> <p>“At the end of the Elimination Period, if the Employee continues to be prevented, because of Accident or Sickness, from performing one or more of the material and substantial duties of his Own Job, but the Employee’s Disability Earnings exceed 80% of his Total Monthly Earnings, his Elimination Period will be extended for a total period of 12 months or until such time as his Disability Earnings are less than 80% of his Total Monthly Earnings, whichever comes first.”</p> <p><b>(Variability for extension language above: 80% varies from 40% to 80%. 12 months varies from 12 months to 60 months. Own Job may be replaced with Regular Occupation.)</b></p>
Employee	<p>Employee definition varies to accommodate each employer’s plan design. The term “Employee” may be replaced with “Member” or another term to accommodate the employer’s plan. Employee may be extended to cover foreign citizen working legally in the United States. The standard language for the definition of Employee may exclude any person residing outside of the U.S. or Canada. Definition may reflect employer’s requirement to provide official documentation to prove eligibility to work in the U.S. Reference to employees on temporary assignment outside the U.S. or Canada may or may not be included. The period of time during which the employee may work outside of the United States varies from 0 - 60 months and may or not be consecutive months. Definition may include may or may not include seasonal employees and 12 months varies from 0 to 12 months. Employees who receive a 1099 IRS form may or may not be included. Specific references to physician, proprietor or partners may or may not be included. Definition may be reflected as class specific.</p>
Employer	Employer may or may not reference subsidiary or affiliated employers. Employer may be reflected as the Policyholder. Definition may be reflected as class specific.
Enrollment Period	Enrollment Period will be included if the plan contains a designated enrollment period other than upon hiring. Text reading “or cancel” may be removed. Second sentence may be removed entirely. Frequency of enrollment period and changes that may be made will reflect employer’s plan. Definition may be reflected as class specific.
Evidence of Insurability	Evidence of Insurability is included only if evidence of insurability is required for any benefit. A paramedical examination may or may not be required. Definition may be reflected as class specific.
Family Care	Definition will appear if the Family Care Benefit and/or the Family Care Credit Benefit is included in the plan. The percentage of support required may vary from 25% to 75% or be removed entirely. “Under age 13” may be removed entirely or reflect a different age. Family Care may be replaced with Child Care or Dependent Child Care.
Family Status Change	Family Status Change definition may or may not be included depending on whether employer will allow plan changes due to a Family Status Change. Events for when changes are allowed depends on the employer’s plan. Events pertaining to change in employment status and unpaid leave of absence may apply to employee and/or spouse.
Felonious Assault	Felonious Assault definition is included if Retro Disability Benefit is included in plan.

Field	Scope of Variation
Fibromyalgia	Fibromyalgia definition appears if disability resulting from such illness is excluded or limited.
Full-time Basis	<p>Full-time Basis varies to accommodate each employer's plan design but will be based on conditions pertaining to employment such as full-time or part-time employment, status as 1099 employees, or other conditions pertaining to employment or membership. Paragraph regarding excess hours may be removed and 40 hours can be increased or decreased. Hours per week may be deleted for certain professions. Definition may change after 12 – 60 months to reflect work in Any Occupation. Definition may be reflected as class specific. Alternate definitions include:</p> <p>1. Used for Own Occupation to Any Occupation definition of disability</p> <p><b>Full-time Basis</b> means, for the first [24 months], you have the capacity to perform the material and substantial duties of your Regular Occupation for the number of hours you normally performed your Regular Occupation prior to your Disability. After [24 months], Full-time Basis means you have the capacity to perform the material and substantial duties of Any Occupation for the number of hours you normally performed your Regular Occupation prior to your Disability.</p> <p><b>(Variability for definition above: Months varies from 12 to 60 months.)</b></p> <p>2. Used for Any Occupation definition of disability</p> <p><b>Full-time Basis</b> means you have the capacity to perform the material and substantial duties of Any Occupation for the number of hours you normally performed your occupation prior to your Disability.</p>
Gainful Occupation	Gainful Occupation is included if the policy includes an "any occupation" definition of disability. Definition may be reflected as class specific.
Good Cause	Good Cause definition is included if mandatory rehabilitation is included.
Gross Benefit	Reference to Disability Earnings will be removed if there is no partial disability benefit.
Guaranteed Issue Amount	Will appear if plan includes a Guaranteed Issue Amount. "At time of initial enrollment" may be removed if guaranteed issue does not apply only at initial enrollment.
Hospital Confinement	Definition is included only when the Retro Disability Benefit is included in the plan.
Indexed Total Monthly Earnings	Indexed Total Monthly Earnings is included at the option of the employer and is included if partial disability is included. May be expressed as just a flat % or lesser of % and the Consumer Price Index (CPI). The adjustment period varies from 12 - 24 months and may or may not be reflected as calendar months. The percentage varies from 3 - 10%. Definition may be reflected as class specific. Definition may vary to accommodate employer plan design. Monthly may be weekly. Total Monthly Earnings may be Total Weekly Earnings.
Infectious and Contagious Disease	Definition will appear if the Infectious and Contagious Disease Benefit is included in the plan.
Intoxicated	Definition excluded if benefits are limited or excluded if intoxicated. Intoxicated may include any combination of examples of motorized vehicles and may include additional vehicles not listed.
Marriage	Marriage definition included if optional Family Status Change language is included. May include same-sex and/or opposite sex qualifiers. May include civil union partnerships. May include registered domestic partnerships. May include "domestic partner as defined by employer" if more inclusive than state defined domestic partnership.
Musculoskeletal and Connective Tissue Illness	Musculoskeletal and Connective Tissue Illness definition is included if the employer's plan design limits or excludes benefit for Musculoskeletal and Connective Tissue illnesses.



Field	Scope of Variation
Non-Deductible Sources of Income	Non-Deductible Sources of Income items are variable to the extent that one or more of the bracketed items may or may not appear and in any combination. May include additional sources to accommodate employer request and plan design.
On the Job Assault	Definition will appear if the Accidental Dismemberment / Loss of Sight Benefit is included in the plan.
Other Income	Other Income definition may be removed if there are no offsets to disability benefit. May include benefits available had you applied for them. May exclude benefits under a retirement plan.
Outpatient Surgical Procedure	Definition will appear if the Outpatient Surgical Procedure Benefit is included in the plan.
Own Job	Own Job is included if the definition of disability is ever based on the ability or inability to perform the employee's "own job". Definition may be reflected as class specific.

Field	Scope of Variation
Partial Disability	<p>Partial Disability or Partially Disabled is included if the partial disability benefit is chosen and varies to accommodate each employer's plan design.</p> <p>Partial disability may or may not be required to be preceded by a period of Total Disability.</p> <p>"All" may be removed or changed to "one or more of".</p> <p>Earnings may or may not be "indexed".</p> <p>"Total Monthly Earnings" may be changed to "Total Weekly Earnings".</p> <p>Definition may include the following sentence: "The loss of a professional or occupational license or the inability to obtain or qualify for a license for any reason does not, in itself, constitute Partial Disability."</p> <p>May or may not be required to be Totally or Partially Disabled during the Elimination Period.</p> <p>Sentence reading "You must be Totally Disabled during your Elimination Period" may be replaced with the following: "You must be Disabled during your Elimination Period."</p> <p>Definition may change after a specified number of months ranging from 12 to 60.</p> <p>May be required to have Disability Earnings ranging from 20% – 99% to continue to qualify as partially disabled after 12 to 60 months.</p> <p>Definition may be reflected as class specific.</p> <p>Most common alternate definitions include:</p> <p>1. FOR EXTENDED OWN OCCUPATION ONLY DEFINITION</p> <p><b>Partial Disability and Partially Disabled</b> means [during the Elimination Period and the next [12 months] ] you:</p> <ul style="list-style-type: none"> <li>• are unable to perform [all] the material and substantial duties of your Regular Occupation on a Full-time Basis; [and]</li> <li>• have Disability Earnings of less than [80%] of your [Indexed] [Total Monthly Earnings].</li> </ul> <p>The Disability must be the material and substantial factor in causing the earnings loss.</p> <p>[After [12 months] of receiving [Total and Partial] Disability benefits [combined], Partial Disability and Partially Disabled means you:</p> <ul style="list-style-type: none"> <li>• are unable to perform [all] the material and substantial duties of your Regular Occupation on a Full-time Basis; [and]</li> <li>• have Disability Earnings of less than [60%] of your [Indexed] [Total Monthly Earnings].]</li> </ul> <p>The Disability must be the material and substantial factor in causing the earnings loss.</p> <p>A Partial Disability must be caused by Accident or Sickness and must commence [following a period of Total Disability] [while you are insured under the Policy.] [You must be [Totally] Disabled during your Elimination Period.]</p> <p><b>(Variability for definition above:</b> May be required to be disabled during Elimination Period. 12 months may vary from 12 months to 60 months. "All" may be removed or changed to "one or more of". Percentages vary from 40% to 99%. "Indexed" may be removed. "Combined" may be removed. Total Monthly Earnings may be changed to Total Weekly Earnings. Partial Disability may be required to be preceded by a period of total disability. Partial Disability may be required to begin while insured under the policy. "and" may be replaced with "or". )</p> <p>Calculation of Partial Disability may not undergo a calculation change after a certain number of months and therefore the paragraph reading "After 12 months..." may be removed entirely.</p>

Field	Scope of Variation
Partial Disability (continued)	<p>2. FOR OWN OCCUPATION TO ANY OCCUPATION DEFINITION</p> <p><b>Partial Disability and Partially Disabled</b> means [during the Elimination Period and the next [12 months] ] you:</p> <ul style="list-style-type: none"> <li>are unable to perform [all] the material and substantial duties of your Regular Occupation on a Full-time Basis; [and]</li> <li>have Disability Earnings of less than [80%] of your [Indexed] [Total Monthly Earnings].</li> </ul> <p>The Disability must be the material and substantial factor in causing the earnings loss.</p> <p>After [12 months] of receiving [Total and Partial] Disability benefits [combined], Partial Disability and Partially Disabled means you:</p> <ul style="list-style-type: none"> <li>are unable to perform with reasonable continuity any Gainful Occupation for which you are or could become reasonably qualified for by education, training and experience; [and]</li> <li>have Disability Earnings of less than your Gainful Occupation Percentage shown in the Benefit Highlights [for your option].</li> </ul> <p>The Disability must be the material and substantial factor in causing the earnings loss.</p> <p>A Partial Disability must be caused by Accident or Sickness and must commence [following a period of Total Disability] [while you are insured under the Policy.] [You must be [Totally] Disabled during your Elimination Period.]</p> <p><b>(Variability for definition above:</b> May be required to be disabled during Elimination Period. 12 months may vary from 12 months to 60 months. "All" may be removed. Percentages vary from 40% to 99%. "Indexed" may be removed. "Combined" may be removed. Total Monthly Earnings may be changed to Total Weekly Earnings. Partial Disability may be required to be preceded by a period of total disability. Partial Disability may be required to begin while insured under the policy. "and" may be replaced with "or". "For your option" may be removed.)</p> <p>3. FOR ANY OCCUPATION ONLY DEFINITION</p> <p><b>Partial Disability and Partially Disabled</b> means [during the Elimination Period and thereafter] you:</p> <ul style="list-style-type: none"> <li>are unable to perform with reasonable continuity any Gainful Occupation for which you are or could become reasonably qualified for by education, training and experience; [and]</li> <li>have Disability Earnings of less than your Gainful Occupation Percentage shown in the Benefit Highlights [for your option].</li> </ul> <p>The Disability must be the material and substantial factor in causing the earnings loss.</p> <p>A Partial Disability must be caused by Accident or Sickness and must commence [following a period of Total Disability] [while you are insured under the Policy.] [You must be [Totally] Disabled during your Elimination Period.]</p> <p><b>(Variability for definition above:</b> May be required to be disabled during Elimination Period. Partial Disability may be required to be preceded by a period of total disability. Partial Disability may be required to begin while insured under the policy. "and" may be replaced with "or". "For your option" may be removed.)</p>
Participation in a Riot, Rebellion or Insurrection	Participation in a Riot, Rebellion or Insurrection is included if disability due to or resulting from such is excluded by employer plan design.
Pension Plan	Definition will appear if the Pension Contribution Benefit is included in the plan.
Period of Disability	Totally may be removed or replaced with "Totally and Partially".

Field	Scope of Variation
Pre-existing Condition	Pre-existing Condition definition is included if benefits for such condition are excluded or limited. Look back period ranges from 1 month to 24 months and may or may not apply to increases in insurance. Definition may be reflected as class specific. Prudent person statement may be removed.
Prior Policy	Definition will appear if replacing a prior plan. Any date may appear. Sentence referencing uninsured plan may be removed.
Progressive Illness	Definition will appear if the Progressive Illness Benefit is included in the plan.
Recurrent Condition	May be removed if plan does not contain recurrent condition provision or modified to accommodate employer plan design.
Regular Occupation	<p>Regular Occupation definition will not appear if coverage is based on any occupation. "In the national economy" may be removed. Exception for the first 1 month to 24 months may or may not be included. Regular Occupation may be synonymous with own job. Regular Occupation definition may vary to accommodate employer plan design. Definition may be reflected as class specific.</p> <p>Most common alternate definitions include:</p> <p>1. FOR PHYSICIAN</p> <p><b>Regular Occupation</b>, if you are a Physician, means the general or sub-specialty in which you are practicing for which there is a specialty or sub-specialty recognized by the American Board of Medical Specialties. If the sub-specialty in which you are practicing is not recognized by the American Board of Medical Specialties, you will be considered practicing in the general specialty category.</p> <p>2. FOR ATTORNEY</p> <p><b>Regular Occupation</b>, if you are an attorney, means the specialty in the practice of law which you are routinely performing.</p> <p>3. FOR DENTIST</p> <p><b>Regular Occupation</b>, if you are a dentist, means the general or sub-specialty in which you are practicing for which there is a specialty or sub-specialty recognized by the American Dental Association. If the sub-specialty in which you are practicing is not recognized by the American Dental Association, you will be considered practicing in the general specialty category.</p>
Rehabilitation Program	Rehabilitation Program is included at the option of the employer if mandatory or voluntary Rehabilitation Benefit is included.
Relocation Expense	Definition will appear if the Relocation Expense Benefit is included in the plan.
Retirement Plan	Retirement Plan is included if disability benefits cancel at retirement or are offset with retirement benefits. May include any combination of listed items.
Retro Disability	Retro Disability definition included if the Retro Disability benefit is elected and included in plan. Days vary from 0 days to 14 days. Hours vary from 48 hours to 168 hours (1 week).
Sickness	<p>Reference to "3 calendar days" may vary from 2 to 30 days and may be reflected as hours or days (per rolling 24 hour or period as opposed to "calendar"). Reclassification of Accident after a number of days as a Sickness may be removed. Definition may be reflected as class specific. Definition may include one or more of the following conditions and in any combination:</p> <ul style="list-style-type: none"> <li>• Fibromyalgia</li> <li>• Chronic Fatigue</li> <li>• Chemical and Environmental Illness</li> <li>• Musculoskeletal and Connective Tissue Illness</li> </ul>

Field	Scope of Variation
Spouse	<p>Spouse definition may not appear if there are no references to the term Spouse throughout the certificate. Spouse may exclude person who is insured as an employee and/or person residing outside US, Canada and/or Mexico. Temporary work assignment exception may be removed.</p>
Totally Disabled	<p>Total Disability or Totally Disabled definition is always included but may vary to accommodate each employer's plan design.</p> <p>"All" with respect to material and substantial duties may be removed or changed to "one of more of."</p> <p>May or may not include that the employee must be disabled through the Elimination Period.</p> <p>May reflect inclusion of Partial Disability Benefit payments towards satisfying total length of time benefits have been payable.</p> <p>Total Disability may or may not be required to commence while insured under the Policy.</p> <p>Total Disability may also include inability to perform one of more Activities of Daily Living without another person's assistance or verbal cueing, or if Cognitively Impaired.</p> <p>Total Disability definition may include the following: "The loss of your professional, or occupational or Pilot's license or your inability to obtain or qualify for a license for any reason does not, in itself, constitute Total Disability."</p> <p>Total Disability definition may include the following: "Failure to pass an employment related exam may not, in itself, constitute Total Disability. "</p> <p>Total Disability may include the requirement that you have a specified loss of earnings of at least 1% - 40% or more and that there is a demonstrated relationship between that earnings loss and current disability.</p> <p>Months can range from 1 to 60 months.</p> <p>Definition may be reflected as class specific.</p> <p>Most common alternate definitions include:</p> <p><b>1. FOR OWN OCCUPATION TO ANY OCCUPATION DEFINITION</b></p> <p><b>Total Disability and Totally Disabled</b> means [during the Elimination Period and the next [12 months] ] you are unable to perform [all] the material and substantial duties of your Regular Occupation.</p> <p>After [12 months] of receiving [Total and Partial] Disability benefits [combined], Total Disability and Totally Disabled means you are unable to perform with reasonable continuity any Gainful Occupation for which you are or could become reasonably qualified for by education, training and experience.</p> <p>A Total Disability must be caused by Accident or Sickness [and must commence while you are insured under the Policy]. [You must be [Totally] Disabled during your Elimination Period.]</p> <p><b>(Variability for definition above:</b> May be required to be disabled during Elimination Period. 12 months may vary from 12 months to 60 months. "All" may be removed. "Totally" may be removed. "Combined" may be removed. Total Disability may be required to begin while insured under the policy.)</p>

Field	Scope of Variation
Totally Disabled (continued)	<p>2. FOR OWN OCCUPATION DEFINITION WITH ADLs</p> <p><b>Total Disability and Totally Disabled</b> means [during the Elimination Period and the next [12 months] ] you are unable to perform [all] the material and substantial duties of your Regular Occupation.</p> <p>After [12 months] of receiving [Total and Partial] Disability benefits [combined], Total Disability and Totally Disabled means you are:</p> <ul style="list-style-type: none"> <li>• unable to perform [2 or more] Activities of Daily Living without another person's assistance or verbal cueing; or</li> <li>• Cognitively Impaired; and</li> <li>• unable to perform one or more of the material and substantial duties of Any Occupation.</li> </ul> <p>A Total Disability must be caused by Accident or Sickness [and must commence while you are insured under the Policy]. [You must be [Totally] Disabled during your Elimination Period.]</p> <p><b>(Variability for definition above:</b> May be required to be disabled during Elimination Period. 12 months may vary from 12 months to 60 months. "All" may be removed. "Totally" may be removed. "Combined" may be removed. Total Disability may be required to begin while insured under the policy. "2 or more" may be replaced with 1 or more.)</p> <p>3. FOR ANY OCCUPATION ONLY DEFINITION</p> <p><b>Total Disability and Totally Disabled</b> means [during the Elimination Period and thereafter] you are unable to perform with reasonable continuity any Gainful Occupation for which you are or could become reasonably qualified for by education, training and experience.</p> <p>A Total Disability must be caused by Accident or Sickness [and must commence while you are insured under the Policy]. [You must be [Totally] Disabled during your Elimination Period.]</p> <p><b>(Variability for definition above:</b> May be required to be disabled during Elimination Period. "Totally" may be removed. Total Disability may be required to begin while insured under the policy.)</p> <p>4. FOR TEACHERS</p> <p><b>Total Disability or Totally Disabled</b> means the following for teachers:</p> <p><b>If school is in session:</b> You are Totally Disabled when we review your claim and determine that due to your Accident or Sickness, you are unable to perform the material and substantial duties of your Regular Occupation.</p> <p><b>If school is not in session:</b> You are Totally Disabled when we review your claim and determine that due to your Accident or Sickness, you are or would be unable to perform the material and substantial duties of your Regular Occupation.</p>

Field	Scope of Variation
Total Monthly Earnings	<p>Total Monthly Earnings is variable to accommodate the appropriate term used to describe earnings and the specific earnings definition for each employer. Total Earnings may be reflected as weekly or monthly. Earnings may be based on prior period of time. Earnings may or may not include commissions, overtime pay, bonuses, or any other compensation appropriate to the employer. Definition may be reflected as class specific.</p> <p>Alternate definitions include:</p> <p>1. FOR TEACHERS</p> <p><b>Total Monthly Earnings</b>, for teachers contracted to work for a full school year, means 1/12 of your annual contract amount.</p> <p>2. FOR TEACHERS</p> <p><b>Total Monthly Earnings</b>, for teachers contracted to work for a full school year, means 1/12 of your annual contract salary in effect just prior to the date of disability. Annual salary is your total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. Total Monthly Earnings does not include commissions, bonuses, overtime pay and any other extra compensation from sources other than your Employer.</p>
<b>3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATIONS</b>	
When are you eligible for insurance?	Actual date may be any date. "The first of the month following the" may be removed or replaced with "the first of the month coincident with or next following the". Sentence specifying eligibility during Enrollment Period and/or Family Status Change will only appear if plan includes an Enrollment Period or Family Status Change option.
When must you enroll for insurance?	Number of days varies from 15 days to 180 days. Reference to "during any Enrollment Period" or "Family Status Change" may be removed when not applicable.
When does your insurance start?	Actively at Work language may be removed if not required under plan. May be required to resubmit Evidence of Insurability if absence is more than a certain amount of days ranging from 30 days to 180 days.
When can you make changes in your insurance?	Reference to Enrollment Period will be included when the policyholder has a designated Enrollment Period; otherwise "If" will appear; Ability to request a change as the result of a Family Status Change is optional, and may be required to submit request within 30 to 180 days of change. Increases or decreases may be subject to the limits shown in Benefit Highlights section (e.g. one level increase or a specific dollar amount increase). Evidence of Insurability may be required for increases exceeding a Guaranteed Issue Amount shown in the Benefit Highlights section.
When will your coverage change?	Events listed when coverage may change are optional and may appear in any combination.
When does a change in your insurance start?	Increases will start on any particular date as specified by the policyholder and may vary per reason for increase. Decreases will start immediately or on a later specified date and may vary per reason for decrease.
When are you required to provide Evidence of Insurability?	Provision may be removed if evidence is not required, Text reading "that exceeds the Guarantee Issue Amount shown in the Benefit Highlights" may be replaced with appropriate plan option designs shown in the Benefit Highlights, such as "that exceeds a one level increase". Reference to "during the Enrollment Period" or "as a result of a change in Family Status" may not appear if not included in the plan. 31 days varies from 31 days to 180 days. \$100 dollars varies from \$50 to \$10,000.

Field	Scope of Variation
What happens if you are rehired by your Employer?	Rehire provision may or may not be included. Rehire provision may not apply if employment terminated due to lay off. "Lay off" may be expanded to include strike and/or lockout. Rehire period ranges from 1 month to 60 months. May or may not be reinstated for lay-offs. Reinstated amount may be subject to Evidence of Insurability. May or may not be subject to new pre-existing condition exclusion or limitation if accident or sickness begins during uninsured period of time. May or not be credited with time previously spent satisfying the eligibility waiting period. May be required to re-enroll for coverage within 31 to 180 of rehire. If plan contains a conversion or portability provision, statement will appear that coverage will not be reinstated for amounts that were converted or ported unless that coverage is cancelled.
When does your insurance end?	"Employer's participation in the trust" item will appear when the employer is identified separately from the policyholder in cases where the policy is issued to a trustee group. War exclusion may be removed. References to conversion and/or portability may be removed if not included in the plan.
If your coverage has ended, can it be reinstated?	Reinstatement provision may be removed entirely. Application period ranges from 30 days to 90 days. Evidence of Insurability may be required. A new Eligibility Waiting Period may apply. 12 months varies from 1 month to 60 months.
<b>4. BENEFIT PROVISIONS</b>	
How is the Benefit calculated for a Total Disability?	<p>If the plan covers Total Disabilities only:</p> <ul style="list-style-type: none"> <li>• Question may read just "How is the Benefit calculated?"</li> <li>• "Total" may be removed since the definition of Disability will be defined as Total Disability.</li> </ul> <p>Payment frequency may vary from "each month" to "each week" or another appropriate time period per employer. Reference to Guaranteed Issue Amount will not appear if plan does not contain this feature. Reference to Minimum Benefit may be removed if no minimum benefit contained in plan. Calculation may vary to accommodate employer plan design.</p> <p>Most common alternate calculations include:</p> <p>1. FOR ALL SOURCE CALCULATION</p> <p><b>How is the benefit calculated [for a Total Disability]?</b></p> <p>To determine the benefit we will pay [each month] you are [Totally] Disabled, take the lesser of:</p> <ul style="list-style-type: none"> <li>• the Benefit Percentage [you elected] multiplied by your [Total Monthly Earnings];</li> <li>• the Integrated Benefit Percentage [you elected] multiplied by your [Total Monthly Earnings], [and then subtract all Deductible Sources of Income];</li> <li>• [the Guaranteed Issue Amount, (if we did not approve your Evidence of Insurability);] or</li> <li>• your Maximum Benefit.</li> </ul> <p>The result is your [Total] Disability benefit. [The benefit payable will never be less than the Minimum Benefit shown in the Benefit Highlights.]</p> <p><b>(Variability for provision above:</b> "Each month" may be changed to "each week". "Total Monthly Earnings" may be changed to Total Weekly Earnings". Guaranteed issue item may be removed if not applicable. "Total" may be removed. Minimum Benefit may be applied or be removed. Calculation may not include subtracting deductible sources of income. "You elected" may be removed.)</p>



Field	Scope of Variation
<p>How is the Benefit calculated for a Total Disability? (continued)</p>	<p>2. FOR BACK DOOR CALCULATION</p> <p><b>How is the benefit calculated [for a Total Disability]?</b> To determine the benefit we will pay [each month] you are [Totally] Disabled, take the lesser of:</p> <ul style="list-style-type: none"> <li>the Benefit Percentage [you elected] multiplied by your [Total Monthly Earnings], and then subtract all Deductible Sources of Income other than Dependent Social Security;</li> <li>the Integrated Benefit Percentage [you elected] multiplied by your [Total Monthly Earnings], [and then subtract all Deductible Sources of Income including Dependent Social Security]; or</li> <li>your Maximum Benefit.</li> </ul> <p>The result is your [Total] Disability benefit. [The benefit payable will never be less than the Minimum Benefit shown in the Benefit Highlights.]</p> <p><b>(Variability for provision above:</b> "Each month" may be changed to "each week". "Total Monthly Earnings" may be changed to Total Weekly Earnings". "Total" may be removed. Minimum Benefit may be applied or be removed. Calculation may not include subtracting deductible sources of income. "You elected" may be removed.)</p>
<p>How is the Benefit calculated for a Partial Disability?</p>	<p>Provision is included only if Partial Disability Benefits are elected and included in plan. Benefits may be paid weekly, monthly or in any other frequency mode as provided by the prior plan we are replacing. 100% may vary from 80% to 110%. Calculation may vary to accommodate employer plan design. Calculation may include indexing. Total Monthly Earnings may be changed to Total Weekly Earnings. Calculation may or may not change after 12 to 60 months. Months vary from 1 month to 60 months.</p> <p>Most common alternate calculations include:</p> <p>1. FOR PROPORTIONATE LOSS</p> <p><b>How is the Benefit calculated for a Partial Disability?</b> To determine the Benefit we will pay [each month] while you are Partially Disabled, we will use the following formula:</p> <p style="text-align: center;">(A divided by B) multiplied by C:</p> <p>where:</p> <p>A = your [Indexed] [Total Monthly Earnings] minus your [Monthly] Disability Earnings B = your [Indexed] [Total Monthly Earnings] C = your Total Disability Benefit</p> <p>The result is your Partial Disability benefit.</p> <p><b>(Variability for provision above:</b> "Each month" may be changed to "each week". "Indexed" may be removed. "Total Monthly Earnings" may be changed to "Total Weekly Earnings". "Monthly" may be changed to "Weekly".</p> <p>2. 50% ONLY FORMULA (for duration)</p> <p><b>How is the Benefit calculated for a Partial Disability?</b> To determine the Benefit we will pay [each month] while you are Partially Disabled, take your Total Disability Benefit and reduce it by 50% of your [Monthly] Disability Earnings.</p> <p>The result is your Partial Disability benefit.</p> <p><b>(Variability for provision above:</b> "Each month" may be changed to "each week". "Monthly" may be changed to "Weekly".</p>

Field	Scope of Variation
<p>How is the Benefit calculated for a Partial Disability? (continued)</p>	<p>3. LESSER OF 50% FORMULA OR OFFSET FORMULA</p> <p><b>How is the Benefit calculated for a Partial Disability?</b> To determine the Benefit we will pay [each month] while you are Partially Disabled, take the lesser of:</p> <ul style="list-style-type: none"> <li>• 50% of your Total Disability Benefit; or</li> <li>• your [Total Monthly Earnings] and subtract your [Monthly] Disability Earnings and Deductible Sources of Income.</li> </ul> <p>The result is your Partial Disability benefit.</p> <p>[If you are earning [20% - 40%] or less of your [Total Monthly Earnings], a Total Disability Benefit will be paid. The Benefit will never be less than the Minimum Benefit shown in the Benefit Highlights unless otherwise specified in Adjustment of Benefits.]</p> <p><b>(Variability for provision above:</b> "Each month" may be changed to "each week". "Total Monthly Earnings" may be changed to "Total Weekly Earnings". "Monthly" may be changed to "Weekly". "20%" may be any percentage between 20% and 40%. Last paragraph may be removed.</p> <p>4. 50% ONLY FORMULA (after 12 months)</p> <p>The paragraph reading "If you continue to be Partially Disabled after receiving Partial Disability Benefits for [12 months]..." may be replaced with the following:</p> <p>If you continue to be Partially Disabled after receiving Partial Disability Benefits for [12 months], your Partial Disability Benefit will be recalculated based on the following formula:</p> <p>Take your Total Disability Benefit and reduce it by 50% of your [Monthly] Disability Earnings.</p> <p><b>(Variability for provision above:</b> "12 months" may vary from 12 months to 60 months. "Monthly" may be changed to "Weekly".</p>

Field	Scope of Variation
How is the Benefit calculated for a Partial Disability? (continued)	<p>5. BEST OF BOTH WORLDS (after 12 months)</p> <p>The paragraph reading “If you continue to be Partially Disabled after receiving Partial Disability Benefits for [12 months]...” may be replaced with the following:</p> <p>After [12 months] of Partial Disability Benefits have been paid, you will continue to receive a Partial Disability Benefit if you continue to be Partially Disabled and earn more than [10%] of your [Indexed] [Total Monthly Earnings]. The higher result of the following proportionate loss formula and [40%] benefit formula will be used to determine your [Monthly] benefit:</p> <p><b>Proportionate Loss Formula</b> (A divided by B) multiplied by C:</p> <p>where:</p> <p>A = your [Indexed] [Total Monthly Earnings] minus your [Monthly] Disability Earnings  B = your [Indexed] [Total Monthly Earnings]  C = your Total Disability Benefit</p> <p><b>[40%] Benefit Formula</b>  The Total Disability Benefit will be reduced by [40%] of your [Monthly] Disability Earnings.</p> <p>If the sum of your Partial Disability Benefit, your [Monthly] Disability Earnings and Deductible Sources of Income exceeds [60%] of your [Indexed] [Total Monthly Earnings], your Partial Disability Benefit will be further reduced by the excess amount.</p> <p><b>(Variability for provision above:</b> “12 months” may vary from 12 months to 60 months. “10%” may vary from 10% to 40%. “Indexed” may be removed. “Total Monthly Earnings” may be changed to “Total Weekly Earnings”. “40%” may vary from 40% to 60%. “Monthly” may be changed to “weekly”. “60%” may vary from 60% to 100%.</p>
When is the Benefit paid?	1/30 <sup>th</sup> may be changed to 1/7 <sup>th</sup> or 1/5 <sup>th</sup> . “At the end of each consecutive month may vary to reflect weekly period, beginning of each month or week or another appropriate time.
What happens if you return to full-time work and become Disabled again?	Reference to “full-time” is optional. Period of time for the same or related cause varies from 1 month to 6 months. Period of time for an entirely unrelated cause varies from 1 day to 3 days. Reference to refusing to complete a rehabilitation assessment or participate in a rehabilitation program may be removed. Sentence explaining completing a new Elimination Period may be removed entirely.
When does your benefit end?	“Disabled” or “Disability” could be preceded by “Total” or “Totally”. Fifth bulleted item may be removed if partial disability benefits are not included in the plan.
How is Other Income applied to your Benefit?	Provision may be removed entirely if there is no offset provision. The first sentence will appear when Other Income will be deducted for as long as you receive a benefit. Otherwise, the first sentence may be removed and the second sentence will appear if Other Income will be deducted for only a limited number of months. The phrase “For the first 12 months” may be replaced with “After the first 12 months”. Within that phrase, 12 months can vary from 1 month to 60 months and may run while you are disabled or while you are receiving a benefit.
Are you required to apply for Other Income benefits?	Provision may be removed entirely if there is no offset provision. Reference to Dependents will be included only if the plan includes deductions for dependents.
What is the Right of Recovery obligation?	Provision may be removed entirely. Second and third paragraphs may be removed or modified to reflect terms agreed upon between us and the employer.
Is Other Income estimated?	Provision may be removed entirely if there is no offset provision. Provision will not be included if only benefits you actually receive are considered Deductible Sources of Income.

Field	Scope of Variation
What happens when Other Income benefits have been awarded or have been denied?	Provision may be removed entirely if there is no offset provision. Reimbursement period varies from 31 to 180 days. The Minimum Benefit may or may not apply during the overpayment reimbursement period.
What happens if you receive increases in your Other Income Benefits?	Provision may be removed entirely if there is no offset provision. Subsequent increases in earnings may be deducted from the disability benefit.
What is the Social Security Assistance Program?	Provision may be removed per employer request or if there is no offset for Social Security.
CONVERSION PRIVILEGE	Entire provision is optional.
How are you eligible for coverage under the Conversion Policy?	May be required to be covered for a certain amount of time to be eligible for Conversion. "12 consecutive months" may be any number of months from 12 to 60 and may or may not be required to be consecutive. The 31 day conversion period may be changed to any length of time from 31 days to 91 days.
When is coverage under the Conversion Policy not available?	Text of first bulleted item may or may not appear based on Employer's termination of the plan. Age 70 may be changed to an age between 50 and 99. Text may or may not appear based on the exclusion of an Eligible Class. "Within 31 days" may be removed entirely may vary from 15 days to 91 days.
COST OF LIVING ADJUSTMENT BENEFIT	Entire provision is optional. This provision may only apply to totally disabled individuals.
When are you eligible for a COLA Benefit?	The "first anniversary of the date your disability income Benefit payments began" and "anniversary" can be replaced with any date. The maximum number of COLA benefits can be removed entirely to reflect unlimited adjustments, or may be subject to your receiving a disability income benefit, or may be any number over 1 adjustment. The individual may be required to be disabled for the greater of a certain number of days ranging from 30 to 180 consecutive days or through the elimination period.
How is your COLA Benefit calculated?	3% may vary between 1% and 10%. Text regarding benefits including prior years Cost of Living Adjustments may or may not appear based on the option by the Policyholder and/or Employee.
When does your COLA Benefit terminate?	"Total" or "Totally" may be removed.
<b>5. ADDITIONAL BENEFITS</b>	
ADDITIONAL BENEFITS	Entire section is optional.
Accidental Dismemberment /Loss of Sight Benefit	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.

Field	Scope of Variation																		
What is the Accidental Dismemberment/Loss of Sight (ADLOS) Benefit?	<p>365 days may vary between 30 and 547 days.</p> <p>The number of benefit payments varies from 6 months to 120 months based on option Policyholder and/or Employee.</p> <table> <tr> <th>Type of Loss</th><th>Number of Benefit Payments</th></tr> <tr> <td>Loss of both hands.....</td><td>[48 months]</td></tr> <tr> <td>Loss of both feet.....</td><td>[48 months]</td></tr> <tr> <td>Loss of the entire sight of both eyes.....</td><td>[48 months]</td></tr> <tr> <td>Loss of one hand and the entire sight of one eye.....</td><td>[48 months]</td></tr> <tr> <td>Loss of one foot and the entire sight of one eye.....</td><td>[48 months]</td></tr> <tr> <td>Loss of one hand and one foot.....</td><td>[24 months]</td></tr> <tr> <td>Loss of the entire sight of one eye.....</td><td>[12 months]</td></tr> <tr> <td>Loss of thumb and index finger of the same hand.....</td><td>[12 months]</td></tr> </table> <p>Text regarding loss of hand or foot , sight, thumb or finger will only appear if the benefit is sold.</p> <p>Text regarding “Regardless of the residual function level (i.e., 0%-100%), of a finger, hand or foot, if a limb is surgically reattached, no ADLOS benefit is payable.” Will appear based on the option of Policyholder and/or Employee.</p>	Type of Loss	Number of Benefit Payments	Loss of both hands.....	[48 months]	Loss of both feet.....	[48 months]	Loss of the entire sight of both eyes.....	[48 months]	Loss of one hand and the entire sight of one eye.....	[48 months]	Loss of one foot and the entire sight of one eye.....	[48 months]	Loss of one hand and one foot.....	[24 months]	Loss of the entire sight of one eye.....	[12 months]	Loss of thumb and index finger of the same hand.....	[12 months]
Type of Loss	Number of Benefit Payments																		
Loss of both hands.....	[48 months]																		
Loss of both feet.....	[48 months]																		
Loss of the entire sight of both eyes.....	[48 months]																		
Loss of one hand and the entire sight of one eye.....	[48 months]																		
Loss of one foot and the entire sight of one eye.....	[48 months]																		
Loss of one hand and one foot.....	[24 months]																		
Loss of the entire sight of one eye.....	[12 months]																		
Loss of thumb and index finger of the same hand.....	[12 months]																		
How is the Accidental Dismemberment/Loss of Sight Benefit calculated?	<p>Text regarding the amount is not subject to reductions from Other Income may appear based on the option by the Policyholder and/or Employee.</p> <p>Text regarding a specific loss caused by On the Job Assault may or may not appear based on the policyholder's option. 6 months may vary between 1 month and 12 months.</p> <p>Total may replaced with Partial.</p> <p>Text regarding additional exclusions shown in the Exclusions and Limitations provision, may or may not appear based on the option by the Policyholder and/or Employee.</p>																		
What happens if I die before receiving all of the monthly benefit payments?	Estate may vary to show attorney, beneficiary or spouse.																		
Advanced Survivor Benefit	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.																		
What is the Advanced Survivor Benefit?	<p>The Advanced Survivor Benefit is three times but may vary between one time and six times.</p> <p>Text [in a lump sum] may vary by [in [12] monthly installments].</p> <p>12 may vary between 12 – 24.</p> <p>Text regarding benefit will not be subject to deductions for Other Income may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>Text regarding reduction of Advanced Survivor Benefit by the amount of any overpayments may or may not appear based on the election by the Policyholder and/or Employee.</p>																		
When are you eligible for an Advanced Survivor Benefit?	<p>Text regarding Disabled for the greater of [180 consecutive days] or the Elimination Period may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>180 consecutive days may vary between 30 consecutive days and 240 consecutive days.</p> <p>12 months may vary between 1 month and 24 months.</p>																		
Assisted Living Benefit	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.																		

Field	Scope of Variation
What is the Assisted Living Benefit?	<p>Text regarding Disabled for the greater of [180 consecutive days] or the Elimination Period may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>180 consecutive days may vary between 30 consecutive days and 240 consecutive days.</p> <p>2 may vary between 1 and 5. This variable appears in a couple of places.</p> <p>Text regarding terminally ill with a life expectancy of [12 months] or less may or may not appear based on the plan selection of the Policyholder and/or Employee.</p> <p>12 months may vary between 1 and 24 months.</p> <p>90 days may vary between 30 days and 365 days.</p>
How is the Assisted Living Benefit Calculated?	<p>The monthly Assisted Living Benefit is the lesser of the following and it may include some or all based on the election by the Policyholder and/or Employee:</p> <ul style="list-style-type: none"> <li>• [20%] of your [Total Monthly Earnings];</li> <li>• [the Maximum Benefit as shown in the Benefit Highlights; or]</li> <li>• [\$5,000.]</li> </ul> <p>20% may vary between 5% and 50%.</p> <p>Total Monthly Earnings is variable to accommodate the appropriate earnings definition for each employer. May be reflected as weekly and monthly. This variable appears in a few places within this benefit.</p> <p>\$5,000 may vary between \$1,000 - \$25,000.</p> <p>Text regarding is not reduced by Other Income may or may not appear based on the option by the Policyholder and/or Employee.</p>
When does the Assisted Living Benefit end?	<p>2 may vary between 1 and 5.</p>
Business Protection Benefit Rider	<p>Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.</p>
How are you eligible for coverage under the Business Protection Benefit?	<p>Text regarding Disabled for the greater of [180 consecutive days] or the Elimination Period may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>180 consecutive days may vary between 30 consecutive days and 240 consecutive days.</p>

Field	Scope of Variation
How is the Business Protection Benefit calculated?	<p>Text of Partially Disabled and earning less than [20%] of your [Total Monthly Earnings] will appear if policy includes Partial Disability.</p> <p>20% may vary between 5% and 40%. This variable appears in three places within this benefit.</p> <p>Total Monthly Earnings is variable to accommodate the appropriate earnings definition for each employer. May be reflected as weekly and monthly. This variable appears in a couple of places within this benefit.</p> <p>\$2,500 - \$20,000 may vary between \$1,000 - \$40,000.</p> <p>10% – 60% may vary between 5% - 80%.</p> <p>Text regarding the Maximum Benefit may or may not appear based on the selection of the Policyholder and/or Employee.</p> <p>Text of Partially Disabled and earning [20%] or more of your [Indexed Total Monthly Earnings] will appear if policy includes Indexed Partial Disability.</p> <p>Text of the formula may or may not appear based on the option of the Policyholder and/or Employee:</p> <p style="text-align: center;">[(A divided by B) multiplied by C</p> <p>where:</p> <p>A = your [Indexed Total Monthly Earnings] minus your Disability Earnings  B = your [Indexed Total Monthly Earnings]  C = the Business Protection Benefit payable if you were Totally Disabled or Partially Disabled and earning less than [20%] of your [Indexed Total Monthly Earnings.]]</p> <p>Indexed Total Monthly Earnings is variable to accommodate the appropriate earnings definition for each employer. Indexed Total Monthly Earnings may be Indexed Total Weekly Earnings.</p>
When does the Business Protection Benefit end?	24 may vary between 6 and 48.
[COBRA Continuation Premium] Benefit	<p>Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.</p> <p>COBRA Continuation Premium may be replaced with “Group Health Coverage” or the specific name of the employer’s health plan. This appears in a few places within this benefit.</p>
What is the [COBRA Continuation Premium] Benefit?	Text regarding “as permitted under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including changes made by the Health Insurance Portability and Accountability Act of 1996 (HIPAA)” may vary based the employer’s health plan.
When are you eligible for the [COBRA Continuation Premium] Benefit?	<p>Text regarding Disabled for the greater of [180 consecutive days] or the Elimination Period may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>180 consecutive days may vary from 30 consecutive days and 240 consecutive days.</p> <p>COBRA may be replaced with “Group Health Coverage” or the specific name of the employer’s health plan.</p>
What is the amount of the [COBRA Continuation Premium] Benefit?	<p>\$400 may vary between \$200 - \$5,000.</p> <p>Text pursuant to COBRA may be replaced with “pursuant to Group Health Coverage” or the specific name of the employer’s health plan.</p>

Field	Scope of Variation
When does your [COBRA Continuation Premium] Benefit end?	<p>The following text may or may not appear based on the option by the Policyholder' and/or Employee:</p> <ul style="list-style-type: none"> <li>[the date [18] [COBRA Continuation Premium] Benefit payments have been made].</li> </ul> <p>18 may vary between 1 and 36.</p>
What happens when your [COBRA Continuation Premium] Benefit ends?	Text pursuant to COBRA may be replaced with "pursuant to Group Health Coverage" or the specific name of the employer's health plan.
Dependent Child Continuing Education Benefit	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.
What is the Dependent Child Continuing Education Benefit?	<p>Text [Totally] Disabled may be reflected as Totally Disabled, Totally Partially Disabled or Totally may be removed. This variable appears in a few places within this benefit.</p> <p>Text [and participating in a Rehabilitation Program] may or may not appear based on the election to participate in a Rehabilitation Program.</p>
When are you eligible for a Dependent Child Continuing Education Benefit?	<p>Text regarding [you have been [Totally] Disabled for the greater of [180 consecutive days] or the Elimination Period] may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>180 consecutive days may vary from 30 consecutive days and 240 consecutive days.</p> <p>Text [you have been a participant in a Rehabilitation Program for at least [6 months]; and] may or may not appear based on the election to participate in a Rehabilitation Program.</p> <p>6 months may vary between 1 month and 24 months.</p> <p>Text [under the age of 26] may be under the age of 25 based on the election by the Policyholder and/or Employee. This variable appears in a few places within this benefit.</p>
What is the amount of the Dependent Child Continuing Education Benefit?	<p>\$250 may vary between \$100 - \$1,000.</p> <p>Text [month] may be either month or weekly based on the election by the Policyholder and/or Employee. This variable appears in a couple of places within this benefit.</p> <p>\$500 may vary between \$100 - \$2,000.</p> <p>3 may vary between 1 and 6.</p> <p>3 months may vary between 1 month and 6 months. This variable appears in a couple of places within this benefit.</p> <p>February 1<sup>st</sup> - may vary between January 1<sup>st</sup> and December 31<sup>st</sup> based on the election by the Policyholder and/or Employee.</p> <p>August 1<sup>st</sup> - may vary between January 1<sup>st</sup> and December 31<sup>st</sup> based on the election by the Policyholder and/or Employee.</p>
When does your Dependent Child Continuing Education Benefit end?	<p>Text [the date you cease to participate in a Rehabilitation Program] may or may not appear based on the election to participate in a Rehabilitation Program.</p> <p>48 may vary between 12 and 72.</p> <p>Text [monthly] may be either monthly or weekly based on the election by the Policyholder and/or Employee.</p>
Extended Earnings Protection Benefit	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.



Field	Scope of Variation
When are you eligible for an Extended Earnings Protection Benefit?	<p>Text regarding Disabled for the greater of [180 consecutive days] or the Elimination Period may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>180 consecutive days may vary from 30 consecutive days and 240 consecutive days.</p> <p>Text referring [for your Employer] may or may not appear based on the option of the policyholder.</p> <p>100% may vary between 50% and 100%. This variable appears in a few places within this benefit.</p> <p>Text [Indexed [Total Monthly Earnings] is variable to accommodate the appropriate earnings definition for each employer. Indexed may be removed. Total Monthly Earnings may be Total Weekly Earnings. This variable appears in a few places within this benefit.</p>
How is the Extended Earnings Protection Benefit calculated?	<p>The following text will appear based on this method of calculation if elected by the Policyholder and/or Employee. Otherwise the alternate language in the next variable is used:</p> <p>[To determine the Extended Earnings Protection Benefit for the first [12 months] of your return to full-time work:</p> <ul style="list-style-type: none"> <li>• add your current [monthly] earnings from employment to the Benefit that would be payable if you were Totally Disabled;</li> <li>• if this sum is in excess of [100%] of your [Indexed Total Monthly Earnings]: from the benefit that would be payable if you were Totally Disabled, subtract the amount in excess of [100%] of your [Indexed Total Monthly Earnings.] This result is the Extended Earnings Protection Benefit;</li> <li>• if the sum is less than [100%] of your [Indexed [Total Monthly Earnings]], the Extended Earnings Protection Benefit is the benefit that would be payable if you were Totally Disabled.]</li> </ul> <p>Monthly is variable to accommodate the appropriate earnings definition for each employer. May be reflected as either monthly or weekly.</p> <p>The following text will appear based on this method of calculation if elected by the Policyholder and/or Employee. Otherwise the alternate language in the above variable is used:</p> <p>[After the Extended Earnings Protection Benefit has been paid for [12 months] and you continue to earn less than [100%] of your [Indexed Total Monthly Earnings], the following proportionate loss formula will be used to determine the Extended Earnings Protection Benefit:</p> <p style="text-align: center;">[(A divided by B) multiplied by C</p> <p>where:</p> <p>A = your [Indexed Total Monthly Earnings] minus your current monthly earnings from employment  B = your [Indexed Total Monthly Earnings]  C = the Total Disability Benefit that would be payable if you were Totally Disabled]</p> <p>12 months may vary between 1 month and 36 months. This variable appears in a couple of places.</p> <p>The following text may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>[The Extended Earnings Protection Benefit is not subject to the Minimum Benefit.]</p>

Field	Scope of Variation
When does the Extended Earnings Protection Benefit end?	<p>12 may vary between 2 and 24.</p> <p>Text [earn] [are capable of earning] may be either earn or capable of earning based on the election by the Policyholder and/or Employee.</p> <p>The following test may or may not appear based on the election by the Policyholder and/or Employee:</p> <ul style="list-style-type: none"> <li>• [[12 months] following the date you initially return to work on a Full-time Basis;]</li> <li>• [the date you are no longer in an Eligible Class;]</li> </ul> <p>12 months may vary between 1 month and 36 months.</p>
Family Care Benefit	<p>Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.</p> <p>Family varies based on the election of either Family or Child by the Policyholder and/or Employee. This variable appears in a few places within this benefit.</p>
What is the Family Care Benefit?	<p>Text regarding Disabled for the greater of [180 consecutive days] or the Elimination Period may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>180 consecutive days may vary from 30 consecutive days and 240 consecutive days.</p> <p>The following text appears if the employee is required to work a specified period of time before any benefits are payable:</p> <p>“you have completed at least [3 months] of Rehabilitative Employment; and”</p> <p>3 months may vary between 1 month and 6 months.</p> <p>Text [under age 13] may vary between under age 7 and under age 18. This variable appears in a few places within this benefit.</p> <p>Text [or a Dependent Family Member] may or may not appear based on whether the benefit is for Family Care Benefit. This variable appears in a few places within this benefit.</p>
What is the amount of the Family Care Benefit?	<p>Text [monthly] may be either monthly or weekly based on the election by the Policyholder and/or Employee.</p> <p>50% may vary between 1% and 100%.</p> <p>\$750 may vary between \$100 - \$2,000.</p>
When does your Family Care Benefit end?	<p>24 may vary between 6 and 72.</p>
Family Care Credit Benefit	<p>Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.</p>
What is the Family Care Credit Benefit?	<p>Text regarding Disabled for the greater of [180 consecutive days] or the Elimination Period may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>180 consecutive days may vary from 30 consecutive days and 240 consecutive days.</p> <p>Family varies based on the election of either Family or Child by the Policyholder and/or Employee. This variable appears in a few places within this benefit.</p>

Field	Scope of Variation
What deduction will be allowed?	<p>Text [under age 13] may vary between under age 7 and under age 18. This variable appears in a few places within this benefit.</p> <p>Text [or a Dependent Family Member] may or may not appear based on whether the benefit is for Family Care Benefit. This variable appears in a few places within this benefit.</p> <p>\$200 may vary between \$100 - \$1,000.</p> <p>6 months may vary between 1 month and 12 months.</p> <p>Text [and [\$100] thereafter;] may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>\$100 may vary between \$50 - \$500.</p> <p>Total Monthly Earnings is variable to accommodate the appropriate earnings definition for each employer. May be reflected as weekly and monthly.</p> <p>\$2,500 may vary between \$1,000 - \$10,000.</p>
When does the [Family] Care Deduction cease?	12 months may vary between 1 month and 36 months.
First Day Hospital Benefit	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.
What is the First Day Hospital Benefit?	<p>15 days may vary between 1 day and 30 days.</p> <p>24 may vary between 12 and 48.</p>
Infectious and Contagious Disease Benefit	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.
When are you eligible for the Infectious and Contagious Disease Benefit?	<p>180 days may vary between 30 days and 240 days.</p> <p>20% may vary between 1% and 99%</p> <p>Text [Indexed Total Monthly Earnings] is variable to accommodate the appropriate earnings definition for each employer. Indexed Total Monthly Earnings may be Indexed Total Weekly Earnings. This variable appears in a few places within this benefit.</p>
How is the Infectious and Contagious Disease Benefit calculated?	<p>The following text will appear based on this method of calculation if elected by the Policyholder and/or Employee. Otherwise the alternate language in the above variable is used:</p> <p style="text-align: center;">[(A divided by B) multiplied by C</p> <p>where:</p> <p>A = your [Indexed Total Monthly Earnings] minus your Disability Earnings  B = your [Indexed Total Monthly Earnings]  C = your Maximum Benefit payable under the Policy if you were Totally Disabled]</p>
When does the Infectious and Contagious Disease Benefit cease?	60 may vary between 10 and 100.
Outpatient Surgical Procedure Benefit	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.
What is the Outpatient Surgical Procedure Benefit?	15 days may vary between 1 day and 30 days.

Field	Scope of Variation
Pension Contribution Benefit	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee
What is the Pension Contribution Benefit?	401(k) may vary based on the Policyholder's plan or the IRS Code Section under which the Policyholder's plan is established.
When are you eligible for a Pension Contribution Benefit?	Text regarding Disabled for the greater of [180 consecutive days] or the Elimination Period may or may not appear based on the election by the Policyholder and/or Employee. 180 consecutive days may vary from 30 consecutive days and 240 consecutive days. Text regarding participation in the Employer sponsored Pension Plan for at least [12 months] before Disability begins, may or may not appear based on the election by the Policyholder and/or Employee. 12 months may vary between 1 month and 24 months.
How much is your Pension Contribution Benefit?	The Pension Contribution Benefit is the lesser of the following and it may include some or all based on the election by the Policyholder and/or Employee: <ul style="list-style-type: none"> <li>• [[6% ]of your [Total Monthly Earnings];</li> <li>• [the actual contribution percentage that [you] [your Employer] [you and your Employer] deposited monthly in your Employer sponsored plan; or]</li> <li>• [\$2,500].</li> </ul> Text [lesser of] may or may not appear based on the plan designed selected by Policyholder and/or Employee. 6% may vary between 1% and 25%. [Total Monthly Earnings] is variable to accommodate the appropriate earnings definition for each employer. May be reflected as weekly and monthly. This variable appears in a few places within this benefit. [you] [your Employer] [you and your Employer] is variable to accommodate the appropriate election by the Policyholder and/or Employee. \$2,500 may vary between \$100 - \$10,000.
When does your Pension Contribution Benefit end?	The following language may or may not appear based on the plan elected by the Policyholder and/or Employee. <ul style="list-style-type: none"> <li>• [the date you are no longer an eligible participant in your Employer sponsored Pension Plan;]</li> <li>• [the date your Employer Sponsored Pension Plan is frozen or terminated;]</li> </ul>
Progressive Illness Benefit	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.
When are you eligible for the Progressive Illness Benefit?	180 days may vary between 30 days and 240 days. [Total Monthly Earnings] is variable to accommodate the appropriate earnings definition for each employer May be reflected as weekly and monthly. This variable appears in a couple of places within this benefit.
Reasonable Accommodation Benefit	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.

Field	Scope of Variation
What is the Reasonable Accommodation Benefit?	<p>\$2,000 may vary between \$1,000 - \$50,000.</p> <p>Text regarding Disabled for the greater of [180 consecutive days] or the Elimination Period may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>180 consecutive days may vary from 30 consecutive days and 240 consecutive days.</p>
Rehabilitation Services	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.
What are the Rehabilitation Services?	<p>The following text may be included or excluded based on the election by the Policyholder and/or Employee:</p> <p>[We may require you to participate in a rehabilitation assessment or a Rehabilitation Program at our expense.]</p> <p>[You decide, with your Physician's approval, whether to participate in a Rehabilitation Program. Participation in a rehabilitation assessment or a Rehabilitation Program is at our expense.]</p> <p>[The Rehabilitation Program may, at our sole discretion, allow for payment of your medical expense, education expense, moving expense, accommodation expense or family care expense while you are participating in the Rehabilitation Program.]</p>
What happens to your benefit if you participate in a Rehabilitation Program?	<p>Text paragraph titled [What happens to your benefit if you participate in a Rehabilitation Program?....] may be included or excluded based on the election by the Policyholder and/or Employee.</p> <p>1.10 may vary between 1.01 and 2.00. This variable appears in a couple of places within this benefit.</p> <p>Text [and Deductible Sources of Income] may be included or excluded based on the election by the Policyholder and/or Employee.</p> <p>Text [without Good Cause] may or may not appear based on the plan design selected by the Policyholder and/or Employee. This variable appears in a couple of places within this benefit.</p> <p>Text [[12 months] after your Rehabilitation Program began]. may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>12 months may vary between 1 month and 24 months.</p>
What happens if you refuse Rehabilitation Services?	Text paragraph titled [What happens if you refuse rehabilitation services?....] may be included if we require mandatory rehabilitation or excluded if not required by us.
Relocation Expense Benefit	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.
When are you eligible for a Relocation Expense Benefit?	<p>Text regarding Disabled for the greater of [180 consecutive days] or the Elimination Period may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>180 consecutive days may vary from 30 consecutive days and 240 consecutive days.</p> <p>50 mile may vary between 1 to 500 miles. This variable appears in a couple of places within this benefit.</p>
What is the amount of your Relocation Expense Benefit?	<p>Text [the lesser of] [\$5,000] may or may not appear based on the plan designed selected by Policyholder and/or Employee.</p> <p>\$5,000 may vary between \$100 - \$15,000.</p> <p>3 may vary between 1 and 6.</p>
Retro Disability Benefit	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.

Field	Scope of Variation
What is a Retro Disability Benefit?	90 days may vary between 15 days and 240 days.
What is the Amount of the Retro Disability Benefit?	<p>Text [Gross] may be either Gross or Net based on the election by the Policyholder and/or Employee.</p> <p>The following language appears when there's a Total Disability Benefit that is due to a Felonious Assault in the Retro Disability Benefit:</p> <p>[If a Total Disability Benefit is payable and your Total Disability is due to a Felonious Assault, the Retro Disability Benefit, as described above, will be increased by an additional [10%]].</p> <p>10% may vary between 1% and 25%.</p>
When is the Retro Disability Benefit Paid?	<p>90 days may vary between 15 days and 240 days.</p> <p>Text [, including reductions by any Other Income] may or may not appear based on the election by the Policyholder and/or Employee.</p>
Student Loan Repayment Benefit	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.
What is the Student Loan Repayment Benefit and when are you eligible?	<p>\$1,000 may vary between \$100 - \$10,000.</p> <p>Text [per month] may vary by [per annually].</p> <p>Text [for tuition] may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>Text regarding Disabled for the greater of [180 consecutive days] or the Elimination Period may or may not appear based on the election by the Policyholder and/or Employee.</p> <p>180 consecutive days may vary from 30 consecutive days and 240 consecutive days.</p> <p>The following text may be included or excluded based on the election by the Policyholder and/or Employee:</p> <ul style="list-style-type: none"> <li>• [incurred those student loans prior to your Disability; and]</li> </ul> <p>Text [from an accredited lending institution]. may or may not appear based on the election by the Policyholder and/or Employee.</p>
When does your Student Loan Repayment Benefit end?	<p>The following text may be included or excluded based on the election by the Policyholder and/or Employee:</p> <ul style="list-style-type: none"> <li>• [the date your student loan(s) for an Advanced Professional Degree Program are repaid];</li> <li>• [the date you have received [\$5,000] in Student Loan Repayment Benefits];</li> <li>• [with respect to any calendar year, the date you have received [\$2,000] in Student Loan Repayment Benefits];</li> <li>• [the date you are no longer participating in a Rehabilitation Program;]</li> </ul> <p>\$5,000 may vary between \$1,000 - \$25,000.</p> <p>\$2,000 may vary between \$1,000 - \$25,000.</p> <p>Text [from an accredited lending institution] may or may not appear based on the election of the Policyholder and/or Employee.</p>
Survivor Benefit	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.
What happens to your benefit if you die?	<p>Text [lump sum] may vary by [12] monthly installment benefit.</p> <p>12 may vary between 12 – 24.</p>

Field	Scope of Variation
How is the Survivor Benefit determined?	<p>Text [the lesser of] may or may not appear based on the plan designed selected by Policyholder and/or Employee.</p> <p>Text [three times] may vary between one time and twelve times.</p> <p>The following text will appear based on the election of the Policyholder and/or Employee: [or</p> <ul style="list-style-type: none"> <li>the number of [months] remaining in the Maximum Benefit Duration] multiplied by your Gross Benefit for the month prior to your death.]</li> </ul> <p>Text [months] may vary between days, weeks, years.</p> <p>Text [one lump sum] may vary by [in [12] monthly installments].</p> <p>12 may vary between 12 – 24.</p> <p>Text [lump sum benefit] may vary by [12] monthly installment benefit]</p> <p>12 may vary between 12 – 24.</p> <p>The following text may or may not appear based on the election by the Policyholder and/or Employee:</p> <p>[If you do not have an Eligible Survivor, the Survivor Benefit will be payable to your estate. If an Eligible Survivor is a minor child, we will pay a benefit up to [\$1,000] as indicated in the Claim Provisions section. Such benefit will be payable to a custodian designated pursuant to the Uniform Transfers to Minors Act.]</p> <p>\$1,000 may vary between \$100 - \$2,000.</p> <p>The following text may or may not appear based on the Policyholder and/or Employee election of Advance Survivor Benefit:</p> <p>[If you received an Advanced Survivor Benefit, no Survivor benefit is payable to your Eligible Survivor.]</p>
Waiver of Premium	Text will appear to reflect the actual coverage election by the Policyholder and/or Employee.
Are you required to pay premiums while you are Disabled?	<p>Text [the first of the month following] may vary based on the election by the Policyholder and/or Employee.</p> <p>Text [180 consecutive days] may vary between 15 consecutive days and 365 consecutive days.</p>
<b>6. EXCLUSIONS AND LIMITATIONS</b>	
What are the Exclusions?	Exclusions are variable to the extent that bracketed items may or may not appear and in any combination. "12 months" may be any number of months from 3 months to 36 months. "3 consecutive months" may vary from 1 month to 12 consecutive months.
What are the limitations?	Limitations are variable to the extent that bracketed items may or may not appear and in any combination.
Is a limited benefit payable for a Disability due to Mental Illness?	Provision may be removed entirely if benefits are not limited for disability due to Mental Illness. Benefit payment period may vary from 6 to 60 months. Benefit may only be payable beyond 6 to 60 months if confined to a hospital or psychiatric treatment institution. Benefit payment period may vary from 30 days to 365 days for continued disability upon initial discharge, or subsequent discharge after readmission lasting for at least 7 consecutive days to 30 consecutive days.

Field	Scope of Variation
Is a limited benefit payable for a Disability due to Drug and Alcohol Illness?	Provision may be removed entirely if benefits are not limited for disability due to Drug and Alcohol Illness. Benefit payment period may vary from 6 to 60 months. Benefit may only be payable beyond 6 to 60 months if confined to a hospital or drug or alcohol treatment institution.
Is a limited benefit payable for a Disability due to other conditions?	Provision may be removed entirely if benefits are not limited for disability due to Chemical and Environmental and/or Chronic Fatigue and/or Fibromyalgia and/or Musculoskeletal and Connective Tissue Illness. Limitation may apply to any combination of 4 conditions shown. Benefit payment period may vary from 6 to 60 months. May include a lifetime benefit maximum period. Benefit may only be payable beyond 6 to 60 months if confined to a hospital or institution.
Is a limited benefit payable if you are living outside the United States or Canada?	Provision may be removed entirely if benefits are not limited if living outside the United States or Canada. Reference to Canada will be omitted if coverage generally does not extend to individuals in Canada. Benefit payment period may vary from 6 months to 24 months. Minimum period of time that qualifies as "residing outside United States or Canada" ranges from 2 months to 8 months within any 12 consecutive month period or 24 consecutive month period. May be required to return to the United States or Canada for a period of time ranging from 4 consecutive weeks to 12 consecutive weeks in order for benefits to be payable beyond the first 6 to 24 months.
Is a limited benefit payable for a Disability if you are able to work but have a loss of earnings?	Provision may be removed entirely if partial disability benefits are not included or if employer's plan design does not limit this benefit. Any Occupation may be replaced with "your Regular Occupation" or "your Regular Occupation or Any Occupation". 20% varies from 20% to 40%. 12 months varies from 12 months to 24 months.
<b>7. CLAIMS</b>	
When does written notice of a claim have to be submitted?	Length of time to submit a claim before the end of the elimination period ranges from 1 day to 90 days. Length of time to submit a claim after termination of the policy ranges from 30 days to 365 days. Reference to additional benefits will be omitted if there are no additional benefits in the plan. If plan is for shorter duration, language may be replaced with the following: "Written notice of claim must be given to Sun Life no later than 30 to 90 days after you cease to be Actively at Work."
When does written Proof of claim have to be submitted?	Length of time to submit a claim after the end of the elimination period ranges from 30 days to 365 days. Reference to additional benefits will be omitted if there are no additional benefits in the plan.
What is considered Proof of claim?	Proof of claim items are variable to the extent that bracketed items may or may not appear and in any combination. Length of time to submit proof of continued disability ranges from 30 days to 90 days.
When are benefits payable?	Time period within which benefits will be paid ranges from 30 days to 120 days or as mandated by state law or regulation.
When will a decision on your claim be made?	45 days and 30 days may vary from 10 days – 45 days based on ERISA requirements and as mandated by Federal laws or regulations.
What if your claim is denied?	Text will show if the plan is subject to ERISA and may vary to comply with federal requirements.
Can you request a review of a claim denial?	180 days may vary from 90 days - 365 days. 45 days may vary from 10 days – 45 days based on Policyholder requirements and as mandated by state laws or regulations.
What if your claim is denied on review?	Text will show if the plan is subject to ERISA.



Field	Scope of Variation
To whom are benefits payable?	Survivor benefit sentence and “All other” phrase will not appear if there are no survivor provisions in the plan. \$5,000 may vary between \$1,000 and \$10,000 based on ERISA requirements and as mandated by Federal laws or regulations.
<b>8. INSURANCE CONTINUATION</b>	
Are there any conditions under which your insurance can continue?	<p>Reference to “any period the premium is being waived under the Policy” will be removed if waiver of premium provision is not included in the plan.</p> <p>Continuation is entirely optional for layoff, sabbatical / leave of absence, absence due to Accident or Sickness, jury duty, and vacation and may be deleted entirely, or these 5 items may / may not appear in any combination. List may also include other specific items per policyholder request including but not limited to:</p> <ul style="list-style-type: none"> <li>• School is not in session – up to 3 months</li> <li>• Labor Dispute – up to 6 months</li> </ul> <p>Length of continuation for any item may vary from 1 to 12 months</p> <p>Text regarding Family and Medical Leave Act of 1993 or state required continuation period will appear if same is applicable.</p> <p>Text regarding Uniformed Services Employment and Reemployment Rights Act will appear if same is applicable.</p> <p>Text regarding Conversion will be removed if there is no Conversion Privilege in the plan.</p> <p>The following paragraph may also be included in the Insurance Continuation provision:</p> <p>If you become disabled while your insurance is being continued under this provision, we will use your gross monthly income from your Employer in effect just prior to the date the absence began.</p>
<b>9. PORTABILITY</b>	
PORTABILITY	Entire provision is optional.
What is the Portability Privilege?	“12 months” varies from 1 month to 60 months.
When are you eligible for Portability?	<p>The requirement to be insured for at least 12 consecutive months is optional. “12 consecutive months” can vary from 3 consecutive months to 36 consecutive months. The requirement that months covered be “consecutive” may be removed. Coverage under the prior plan may or may not count toward satisfying the coverage requirement. Reference to “voluntary” termination is optional and may include involuntary terminations. May exclude termination for leave of absence, labor strike, retirement, Accident or Sickness or any combination of these, or not at all. The requirement that the policy continues to be in force is optional and may be removed. Age 65 varies from age 60 to 99. Exclusion for military leave is optional and may be removed. Citizenship and residency requirements are optional and may be removed. References to Canada may be removed if coverage generally does not extend to Canada. Requirement that you not be insured under any other plan is optional and may be removed entirely, or qualified to apply only to any combination of the following plans: Employer-paid, individual, group or employer-sponsored plan.</p>
When must you apply for Portability insurance?	“31 days varies” from 31 to 91 days.
What is the amount of Portability insurance?	Option to elect a lower amount may be removed. The Maximum Benefit statement is optional and may be removed for plans that have a lower group maximum benefit already. The \$10,000 can vary from \$100 to \$20,000. The maximum benefit duration can vary from 1 month to 60 months.
<b>10. CONTINUITY OF COVERAGE</b>	

Field	Scope of Variation
CONTINUITY OF COVERAGE	Entire provision is optional.
What if you are not Actively at Work when your Employer replaces your Prior Policy with the Policy?	Policy Effective Date may be replaced with Employer's Effective Date if the policy is issued to a trustee group or a Policyholder with different plan designs for subsidiaries. Both may be replaced with the actual date based on Policyholder requirements.
What happens if you were Disabled under the Prior Policy and become Disabled again?	"6 months" can vary from 1 month to 12 months. Reference to Concurrent Condition may be removed if not included in the plan.
Does the Eligibility Waiting Period apply when your Employer replaces the Prior Policy with the Policy?	Text will show if an Eligibility Waiting Period is applicable under the Policyholder plan. Language may be amended to require satisfaction of a new Eligibility Waiting Period.
What if you had a Pre-existing Condition prior to your coverage under the Policy?	Text will show if a Pre-Existing Condition limitation is applicable under the Policyholder plan. We may or may not consider other types of prior plans in addition to the employer's Prior Plan. "60 days" can vary from "30 days" to "90 days".
Are Disabilities due to a Pre-existing Condition covered?	Text will show if a Pre-existing Condition coverage is applicable under the Policyholder plan. Policy Effective Date may be replaced with Employer's Effective Date if the policy is issued to a trustee group or a Policyholder with different plan designs for subsidiaries. Both may be replaced with the actual date based on Policyholder requirements. Paragraph concerning a prior policy provided by Sun Life will appear only if we are replacing one of our own policies. "30 days" can vary from 30 days to 90 days.
<b>11. GENERAL PROVISIONS</b>	
ASSIGNMENT	Text will show if the benefits are assignable.
CLERICAL ERROR	Reference to Employer may be included when policy is issued to a trustee group or a Policyholder with different plan designs for subsidiaries.
INSURER'S AUTHORITY	Reference to Employer may be included when policy is issued to a trustee group or a Policyholder with different plan designs for subsidiaries.
LEGAL PROCEEDINGS	60 days may vary between 60 days - 90 days. 3 years may vary between 2 years – 6 years.
LIMIT OF PREMIUM REFUNDS	12 months may vary between 6 months - 36 months.
MISSTATEMENT OF FACTS	If the policy is issued to a trustee group or a subsidiary of a larger employer, Policyholder will appear.
REIMBURSEMENT	60 days varies from 30 days to 90 days.
STATEMENTS	Reference to eligible survivors may be removed entirely.